

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1
2. CONTRACT (Proc. Inst. Ident.) NO. DE-AC34-00RF01904		3. EFFECTIVE DATE 1 February 2000	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 34-00RF01904.000	
5. ISSUED BY US Department of Energy ROCKY FLATS FIELD OFFICE 10808 Highway 93, Unit A Golden, CO 80403-8200		CODE	6. ADMINISTERED BY (If other than Item 5) CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) KAISER-HILL COMPANY, L.L.C 10808 Highway 93, Unit B Golden, CO 80403-8200			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
			9. DISCOUNT FOR PROMPT PAYMENT N/A	
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM G.3

CODE	FACILITY CODE
11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304 (c) () <input checked="" type="checkbox"/> 41 USC 253 (c) (7)	14. ACCOUNTING AND APPROPRIATION DATA 89X0251.91
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SECTION B				

15G. TOTAL AMOUNT OF CONTRACT:

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Robert G. Card President and CEO		20A. NAME OF CONTRACTING OFFICER Paul Golan Acting Manager	
19B. NAME OF CONTRACTOR BY: (Signature of person authorized to sign)	19C. DATE SIGNED 1/24/00	20B. UNITED STATES OF AMERICA BY: (Signature of Contracting Officer)	20C. DATE SIGNED 1/24/2000

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

B.1 SERVICES BEING ACQUIRED

- (a) The Contractor is responsible for completing the Rocky Flats Closure Project in accordance with this Contract. Except for personnel, services, facilities, equipment, materials and supplies utilized or furnished by the Government, the Contractor will furnish all personnel, facilities, equipment, material, supplies, and services needed by Contractor to perform the work in the manner required by this contract.
- (b) (OPTIONAL) 903 Pad Remediation Project Removal. Planning, executing, and completing the 903 Pad Remediation Project as identified in Work Breakdown Structure (WBS) #1.1.03.12.06.02 may be removed from the scope of this contract. Execution of this option will require negotiation on the exact scope and timing of the action, and associated reduction in available funds to match funding required for completion by a third party. This option would represent a change to the contract and require consideration as set forth in the Clause of this contract entitled "Changes."
- (c) (OPTIONAL) 903 Pad Remediation Project Extension. Planning, executing, and completing of the 903 Pad Remediation Project as identified in Work Breakdown Structure (WBS) #1.1.03.12.06.02 may be extended beyond a fiscal year 2001 start and 2002 completion. The extension may be from one year to as much as three years, to a fiscal year 2004 start and 2005 completion. Execution of this option will require negotiation on the exact timing of the action and amount of the delay. This option would represent a change to the contract and require consideration as set forth in the Clause of this contract entitled "Changes."

B.2 TARGET COST AND TARGET FEE

The Target Cost and Target Fee are:

Target Cost (excludes fee): \$ 3,963,000,000

Target Fee: \$ 340,000,000

The actual fee will be determined in accordance with contract clause I.23.

B.3 OBLIGATION OF FUNDS

- (a) Subject to the "Limitation of Funds," clause in Section I, the total funds obligated under this contract is \$_____.
- (b) (OPTIONAL) \$15,000,000 per year (fiscal years [FY] 01, 02, 03 and 04) funding increase. The annual funding available to Rocky Flats from the EW-05 Closure Account described in Section C, Technical Exhibit A, paragraph VIII "Closure Project Funding" will be increased by \$15,000,000 each year from the basis point of \$657,000,000 per year beginning in fiscal year 2001. Execution of this option will result in the subject increase in available funding for use by the Contractor, and the Contractor agrees to a reduction in the Target Fee of \$15,000,000 for this funding stream. In consideration of the contract modification to revise funding upward as stated herein for fiscal years 01, 02, 03 and 04, the Target Fee shall be reduced as stated herein without any adjustments to the maximum and minimum fee and associated share-line, providing that this option must be exercised prior to the start of each affected fiscal year.

- (c) (OPTIONAL) \$30,000,000 per year (FYs 01, 02, 03 and 04) funding increase. The annual funding available to Rocky Flats from the EW-05 Closure Account described in Section C, Technical Exhibit A, paragraph VIII "Closure Project Funding" will be increased by \$30,000,000 each year from the basis point of \$657,000,000 per year beginning in fiscal year 2001. Execution of this option will result in the subject increase in available funding for use by the Contractor, and the Contractor agrees to a reduction in the Target Fee of \$30,000,000 for this funding stream. In consideration of the contract modification to revise funding upward as stated herein for fiscal years 01, 02, 03 and 04, the Target Fee shall be reduced as stated herein without any adjustments to the maximum and minimum fee and associated share-line, providing that this option must be exercised prior to the start of each affected fiscal year.

B.4 RESERVED

B.5 SCHEDULE INCENTIVE

- (a) Accelerated physical completion of the Rocky Flats Closure Project is a strategic objective of the DOE and has significant benefits to the Government.
- (b) The Target Schedule Date for physical completion of this contract is set forth in subparagraph (c) below. As set forth in subparagraph (c) below, physical completion on Target Schedule Date will result in \$15 million Schedule Incentive Fee. Physical completion earlier than this date will result in \$5 million additional fee payment in a uniform daily amount, up to a maximum of the Earliest Schedule date dollar value. For each day that physical completion is later than the Target Schedule Date, the acceleration payment to Contractor will be reduced a uniform daily amount up to a maximum of the Latest Schedule date dollar value, as more fully set forth in the Schedule Incentive graph, Section J, Attachment H.
- (c) Schedule Incentive Fees will be earned in accordance with the following:

	<u>Date</u>	<u>Incentive Fee</u>
Earliest Schedule	March 31, 2006	<u>\$20,000,000</u>
Target Schedule	December 15, 2006	<u>\$15,000,000</u>
Zero Point	March 31, 2007	<u>\$ 0</u>
Latest Schedule	March 31, 2008	<u>\$20,000,000</u> Reduction

This is graphically depicted in Section J, Attachment H.

- (d) In no event shall the schedule incentive fee payable under subparagraphs (b) and (c) plus the incentive fee payable in accordance with Clause I.23 exceed \$450,000,000. Any fee reduction for late schedule set forth in subparagraphs (b) and (c) shall be deducted from the incentive fee payable under Clause I.23. Nothing in this subparagraph shall limit the deduction from fee for Category 1, 2 or 3 events as set forth in Clause B.6(3).

B.6 FEE PAYMENT SCHEDULE AND FEE PAYMENT WITHHOLDINGS

- (a) This provision establishes the method for payments of incentive fee as set forth in Clause I.23 entitled "Incentive Fee (MAR 1997)" from FAR 52.216-10. The amount of any conditional incentive fee payment shall be determined and paid by the Contracting Officer as set forth in Clause I.23 and other applicable clauses of this contract. As used in this contract, the following definitions shall apply:
- (1) "Target Cost" (T_C) means the Target Cost specified in Section B.2 of this contract. The Target Cost may be adjusted for equitable adjustments as set forth in the Clause of this contract entitled, "Changes," or other clauses of this contract.

- (2) "Target Fee" (T_F) means the Target Fee specified in Section B.2 of this contract. The Target Fee may be adjusted for equitable adjustments as set forth in the Clause of this contract entitled, "Changes," or other clauses of this contract.
 - (3) "Budgeted Cost of Work Scheduled at Target Cost" ($BCWS_{TC}$) means that portion of the approved Target Cost planned to be spent on an activity during a given period, measurable by period and cumulative to date, that reflects the Target Cost (T_C). This will be established by the submittal of a revised baseline to execute the closure contract (ref. Paragraph H.1.04 (e)). The $BCWS_{TC}$ will be changed through equitable adjustments in accordance with the applicable clauses of the contract.
 - (4) "Budgeted Cost of Work Performed at Target Cost" ($BCWP_{TC}$) is the sum of the approved Target Cost elements for activities completed during a given period, measurable by period and cumulative to date, that relates directly to the Budgeted Cost for Work Scheduled at Target Cost ($BCWS_{TC}$).
 - (5) "Actual Cost of Work Performed at Target Cost" ($ACWP_{TC}$) means the adjusted (as reflected in Clause B.8) total allowable costs expended under the contract to achieve the accomplished work, measurable by period and cumulative to date.
 - (6) "Cost Variance at Target Cost" (CV_{TC}) means the variance between budgeted Target Cost of work accomplished and actual cost of work accomplished, measurable by period and cumulative to date. It is expressed by the formula: $BCWP_{TC} - ACWP_{TC}$.
 - (7) "Schedule Variance at Target Cost" (SV_{TC}) as set forth in Section B.6(d)(2) means the variance between planned and actual work accomplishment, measurable by period and cumulative to date. It is expressed by the formula: $BCWP_{TC} - BCWS_{TC}$.
 - (8) "Schedule Incentive Fee" (S_F) means the Schedule Incentive Fee specified in Section B.5 of this contract. The Schedule Incentive Fee may be adjusted for equitable adjustments as set forth in the Clause of this contract entitled, "Changes," or other clauses of this contract.
 - (9) "Conditional Incentive Fee" means Target Fee divided by the number of quarters in the contract using the target physical completion date of December 15, 2006: ($C_F = T_F / 27.67$ quarters).
 - (10) "Ordinary Fee", means Conditional Incentive Fee less a 50% withholding.
 - (11) "Physical completion" as used in this contract and Clause I.23, Incentive Fee shall be defined as set forth by contract Clause F.2.
 - (12) "Maximum Fee" (Max_F) means the highest fee the Contractor can earn as set forth in Clause I.23, Incentive Fee.
 - (13) "Minimum Fee" (Min_F) means the lowest fee the Contractor can earn as set forth in Clause I.23, Incentive Fee.
 - (14) "Actual cost of physical completion" means the total allowable cost to achieve physical completion, as set forth in Clause I.23 and as adjusted by Section B.8, below.
 - (15) Non-Legacy Onsite Event is an onsite condition or event created by the Contractor after the effective date of this contract.
- (b) The Contractor may submit invoices for ordinary fee payments following the submittal of the Quarterly Critical Analysis in accordance with Clause H.1.03(e)(2). The Government will review and disposition Contractor's Quarterly Critical Analysis, and within forty (40) calendar days of submittal date, provide Contractor written notice of consent to submit its invoice. Upon receipt of an acceptable invoice for ordinary fee, the Contracting Officer will assess the need for adjustments based upon the factors discussed

later in this provision. Unless the Contracting Officer elects to do otherwise as set forth below, ordinary fee payments will be made quarterly, not more than 3 business days consistent with subparagraph G.7(a) after the Contractor submits an acceptable invoice. The process for administration of the incentive fees shall be as follows:

- (1) Calculation of Conditional Incentive Fee
 - (2) Calculation of Ordinary Fee
 - (3) Cost, schedule, or other adjustment as set forth in subparagraphs (d) through (g), below
 - (4) Based on items 1 through 3 immediately above, remittance of fee payment as set forth herein.
- (c) The Contractor may elect not to submit an invoice for an ordinary fee payment. In the event the Contractor elects not to submit an invoice for an ordinary fee payment, the Contractor shall affirm its election in writing to the Contracting Officer. When the Contractor elects not to submit an invoice, pursuant to this subparagraph, the fee amount not invoiced will be due and payable in accordance with Clauses F.3 and B.7.
- (d) In determining the appropriate amount of fee to be paid, the Contracting Officer will take the following factors into consideration:
- (1) **Cost Variance at Target Cost.** The Budgeted Cost of Work Performed at Target Cost ($BCWP_{TC}$) minus the Actual Cost of Work Performed at Target Cost ($ACWP_{TC}$) will define the cost variance. When there is no cost variance, the Contracting Officer will make no adjustment to the ordinary fee payment (unless otherwise warranted for reasons described elsewhere in this Clause). When cost variances indicate the Contractor will earn Maximum Fee, the Contracting Officer will adjust the ordinary fee payment upward proportionally, up to a maximum of $Max_F/27.67$; if cost variances indicate the Contractor will earn Minimum Fee, the Contracting Officer will adjust the ordinary fee payment downward proportionally, down to a minimum of $Min_F/27.67$.
 - (2) **Schedule Variance at Target Cost.** A calculation of "earned value variance" based on physical completion of project mission tasks (level of effort work generally excluded) will be used to define the schedule variance. The "earned value variance" will be calculated as the $BCWP_{TC}$ minus the Budgeted Cost of Work Scheduled at Target Cost ($BCWS_{TC}$) for predetermined work activities. Earned value variance will be calculated for the project from contract effective date to current date. Earned value for each predetermined work activity will only be included when work is 100% complete. No intermediate calculations of earned value will be used for schedule variance. The Contracting Officer may reduce the conditional fee payment for negative schedule variances as measured by earned value variances, or increase conditional fee payment for positive schedule variances as measured by earned value variances. The range of increases/decreases for schedule variance will be similar to that for cost variance described above.
 - (3) **Fee Payments During Transition to the New Baseline.** The Contracting Officer will make no adjustments, except for Category 1, 2 or 3 events, to the ordinary fee payments for Cost or Schedule Variances during transition. The contractor may invoice for fee in accordance with the following schedule.

<u>Date</u>	<u>Ordinary Fee Payment</u>
March 31, 2000	\$4,116,374
June 30, 2000	\$6,143,838
September 30, 2000	\$6,143,838
December 31, 2000	\$6,143,838

- (e) For reasons and in the manner explained in paragraphs below and to provide for the remedies and obligations established in Section E or elsewhere in this contract, the Contracting Officer may decide to reduce any ordinary fee payment. The Contracting Officer may elect to *deduct* fee. This would result *both*

in a reduction of the immediate conditional incentive fee payment and *also* in a downward adjustment to the amount of the total adjusted fee at the contract's physical completion.

Environment, Safety & Health (ES&H) and Safeguards and Security Compliance

The Rocky Flats Closure Project and this contract have a mission of accelerated project completion. The nature of the contract, along with the financial incentives for accelerated completion or for cost effectiveness should never compromise or impede full and effective implementation of the Integrated Safety Management System and full ES&H and Safeguards and Security compliance. Cost and schedule variances due to work delays resulting from Contractor safety management lapses or non-compliance will generally not be accepted as a basis for adjustment to the Target Cost or Target Schedule Date. In addition, the Contractor will be subject to monetary fee deductions as described below. Such events or incidents are considered symptomatic of a breakdown in the safety management system.

(1) Category 1 Events or Incidents:

Category 1 events or incidents are those that would threaten the success of the Rocky Flats Closure Project. This Category would include events or incidents that lead to DOE's decision to disapprove an important system critical to project success, such as the Safety Management System or the Safeguards and Security (S&S) System. For Category 1 events or incidents, the Contracting Officer may *deduct* up to 6 months worth of ordinary fee payments in their entirety. Examples include, but are not limited to:

- Nuclear criticality event
- Workplace fatality due to work-related conditions
- Theft, loss or diversion of Special Nuclear Material, as defined in the 1995 S&S Glossary of terms. Excludes inventory discrepancies not related to theft or diversion.
- Fire in a Hazard Category 2 or 3 facility exceeding Max. Possible Fire Loss as defined in DOE Order 420.1
- Event which results in a consequence greater than 100 mrem to a co-located worker (600 meters from the facility) due to an accident in a Hazard Category 2 or 3 facility
- Non-legacy onsite event which results in an offsite water quality exceedence of greater than 15.0 pCi/liter Pu as measured in accordance with the Integrated Monitoring Plan.

(2) Category 2 Events or Incidents:

Category 2 events or incidents are those that reflect conditions significantly adverse to safety or conditions that could result in significant additional costs to the Government. This Category would also include events or incidents where an actual injury, exposure, or exceedence occurred or nearly occurred but has minor practical long-term health consequence and would also include potential breakdown or failure of an important system critical to project success, such as the Safety Management System or the Safeguards and Security System. For Category 2 incidents, the Contracting Officer may *deduct* up to \$2 million in ordinary fee payments. Examples include, but are not limited to:

- Event resulting in individual receiving a calculated absorbed dose exceeding 25 rem CEDE
- Event which results in loss of all criticality safety contingencies. Excludes legacy events.
- Facility fire exceeding the Maximum Credible Fire, as that term is defined in DOE Order 420.1
- Unmitigated acute exposure which exceeds ERPG-2 limits established for emergency planning purposes
- Total Site level 1 and 2 Technical Safety Requirements (TSR) violations exceed 30 in a calendar year
- Non-legacy onsite event which results in an offsite water quality exceedence of greater than 1.5 pCi/liter Pu as measured in accordance with the Integrated Monitoring Plan
- Contractor-caused packaging deficiency that results in a container breach and material release during offsite shipment or receiving

- Theft, loss, or diversion of strategically significant classified materials (i.e., physical equipment, tooling, etc) or classified documents. Excludes inventory discrepancies not related to theft or diversion.
- Air release from project or incident causing a measured 10 mrem dose at the site boundary.

(3) Category 3 Events or Incidents:

Category 3 events or incidents are those that may indicate or reflect a lack of focus on improving environment, safety, health, safeguards, or security performance. For Category 3 incidents, the Contracting Officer may deduct up to \$250,000 from ordinary fee payments. Examples include, but are not limited to:

- Accident resulting in 5 or more Lost-Workday cases
- Each month that the 12 month rolling average for Total Recordable Case Rate exceeds 3.5
- Each month that the 12 month rolling average Lost Workday Case Rate exceeds 2.0
- Each month that NCRs on waste packages exceed 8% on a 12 month rolling average
- More than 15 level 1 or 2 TSR violations in calendar year
- More than 7 Level A and B fire impairments over 30 days old in a calendar month
- Number of level 3 and above criticality safety infractions exceeds 14 in a calendar year
- More than 20 skin contaminations above 1,000 dpm per 100 cm² in a calendar year
- Less than a 10% reduction in site total person-rem from previous calendar year (excluding DOE). Once collective site exposure is below 100 rem this event shall no longer be applicable.
- More than 20 confirmed internal depositions above 100 mrem in a calendar year
- Unmitigated acute exposure which exceeds ERPG-1 limits established for emergency planning purposes
- Non-legacy onsite event which results in an offsite water quality exceedence of greater than the 0.15 pCi/liter Pu as measured in accordance with the Integrated Monitoring Plan
- Radiological air release from a project exceeding 10 times the planned maximum defined in project documents.
- One or more regulatory milestones missed as identified from the Rocky Flats Closure Project Baseline by using the milestone setting process identified in the RFCA provided that penalties for missed RFCA milestones have been assessed against DOE.

(4) Mitigation Factors:

In deciding to adjust ordinary fee payments for a Category 1, 2 or 3 event, the Contracting Officer shall apply only a single penalty for each separate event even if a single event may qualify for more than one penalty; however, fines and penalties imposed under the Price-Anderson Act are excepted from this provision. If event or incident results in Price Anderson fines or penalties, or penalties for missed RFCA milestones, along with Category 1, 2 or 3 consequences, the PAAA fines or penalties, or penalties for missed RFCA milestones will apply. If the applicable deduction is greater than the fine or penalty, the difference between the PAAA fines or penalties or penalty for missed RFCA milestones and the applicable deduction will be an adjustment to the ordinary fee payment. The Contracting Officer shall ensure that Contractor receives impartial fair and equitable treatment, as set forth in FAR 1.602-2, and will take into account mitigating factors. These may include factors such as those set forth below:

- Degree of control that the Contractor had over the event
- Event caused by "Good Samaritan" act by the Contractor (e.g., offsite emergency response)
- Efforts that the Contractor had made to anticipate and mitigate the possibility of the event in advance
- Contractor response to the event to mitigate its impacts and recurrence
- General status (trend and absolute performance) of safety and compliance in related areas

The Contracting Officer may apply appropriate fee reductions or withholdings after the fact to subsequent ordinary fee payments, provided such fee adjustments are identified in writing to Contractor within six (6) months of date of the event or incident occurrence or last event in a trend.

(f) Release of Withheld Fee.

- (1) The Contracting Officer may release withheld fees when the Contractor demonstrates that the condition leading to the withholding has been corrected. For example, a withheld fee resulting from one or more cost variance(s) may be paid to the Contractor when the Contractor recovers from the cost variance, meaning that there has been acceptable cost variance at the ends of two consecutive quarters.
- (2) Upon physical completion of the contract, fee withholdings will be released in accordance with Clause F.3.

(g) Bankruptcy or Other Issues with Guarantor Companies. In order to assure the Contractor's ability to repay any ordinary fees that are determined to be in excess of the actual fee earned at the physical completion of the contract, the Contracting Officer reserves the right to discontinue ordinary fee payments in the event one of the Contractor's Guarantor companies files bankruptcy or is acquired by other owners, or other events arise with the Guarantor company that jeopardize the Government's ability to recover unearned ordinary fee payments.

(h) Repayment of Bankruptcy Reserve. In the event of the bankruptcy, acquisition by other owner or other event as described in (g) above, the remaining Guarantor company shall within 120 days after such event, provide evidence satisfactory to the Contracting Officer that such bankruptcy, change in ownership or other event does not affect the ability of the Contractor to continue to perform the obligations under the contract, or affect a material Governmental or DOE interest. Upon such showing, the Contracting Officer shall resume making payments of fee unreduced because of the events in subparagraph (g) and shall release all fee payments withheld due to events described in (g) during the preceding 120 days.

Nothing in this Clause B.6 limits the rights of the Contracting Officer set forth in the clause "Incentive Fee" of this contract.

B.7 FINAL FEE DETERMINATION

- (a) Upon the physical completion of the contract, the Contracting Officer shall determine and pay the total fee earned by the Contractor consistent with Clause I.23, "Incentive Fee," Clause B.6, "Fee Payment Schedule and Fee Payment Withholding," Clause B.5, "Schedule Incentive," and Section F of the contract. All payments of ordinary fee made before physical completion of the contract will be conditional. If the amount of the total adjusted fee is less than the total amount of ordinary fee payments previously made to the Contractor, the Contractor shall reimburse the Government the difference. If the amount of total adjusted fee is more than the total amount of ordinary payments of fee previously made to Contractor, the Government shall pay the Contractor the difference.
- (b) Termination. If this contract is terminated in its entirety, fee shall be payable to the Contractor consistent with Clause I.23 and the termination provisions of this contract. DOE and the Contractor recognize that accelerated closure is the mission of the Rocky Flats Environmental Technology Site. The parties agree that the term "Default" in Clause I.85, Termination, includes the situation where the aggregate adjustments for Cost Variance at Target Cost and Schedule Variance at Target Cost equals or exceeds -56% (negative 56%) for a period of any 4 consecutive calendar quarters, commencing the first quarter from July 1, 2001. Nothing in this paragraph shall limit or restrict the application of Clause I.85, Termination, of this contract.

B.8 ADDITIONAL ITEM(S) EXCLUDED FROM ACTUAL COST

Subparagraph (e) of Clause I.23 entitled "Incentive Fee" identifies certain costs that will not be included in "total allowable cost" for the purposes of fee adjustment. As set forth in subparagraph (e)(5), all other allowable

costs are included in "total allowable cost" for fee adjustment in accordance with subparagraph (e), unless otherwise specifically provided in this contract. The following item(s) of cost are not to be included in "total allowable cost" for the purposes of fee adjustment under the clause "Incentive Fee":

- The cost of any lump-sum payment directed by the Contracting Officer in accordance with Clause H.9 " Responsibilities for Operation/Termination of Benefits Systems."
- Increased disposal or transportation costs for waste disposal sites controlled by DOE (such as NTS and WIPP)
- All administrative and closeout costs incurred by Contractor as referenced in Clause F.3 of the contract.

PART I – THE SCHEDULE

SECTION C

STATEMENT OF WORK

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- B. Abbreviations, Acronyms, and Definitions
- C. List of Rocky Flats Environmental Technology Site Compliance Orders,
Agreements and Permits
- D. Rocky Flats Cleanup Agreement
- E. Rocky Flats Environmental Technology Site Workforce Restructuring Plan

C.1 GENERAL SITE INFORMATION

C.1.1 FACILITY DESCRIPTION

The Rocky Flats Environmental Technology Site (RFETS) is located in northern Jefferson County, approximately 16 miles northwest of downtown Denver. The main site is a 384-acre complex consisting of manufacturing, chemical processing, and laboratory and support facilities. It is situated within a 6,200-acre preserve which functions as the site's buffer zone.

Approximately 2 million people live within a 50-mile radius of RFETS. The proximity of the Denver metropolitan area, and its growth, have caused increased interest in RFETS in recent years. The type and quantity of materials at RFETS have presented health, safety and environmental concerns.

C.1.2 MISSION AND PHYSICAL COMPLETION OF THE CONTRACT

The mission is to accelerate closure of the Rocky Flats Environmental Technology Site. The Rocky Flats Closure Project is intended to close the former Rocky Flats Plant that was previously part of the U. S. Department of Energy's (DOE) Nuclear Weapons Complex. The Contractor shall accomplish site closure in a safe, compliant and efficient manner. The Contractor shall take all steps and perform all work activities in this Statement of Work necessary to accomplish physical completion of the contract.

Since this is a closure project, the Contractor shall adopt a management approach to site closure consistent with a finite life cycle scope project. The RFETS closure project must be accomplished so as to maintain the site in a safe condition for the workers, the public, and the environment and by complying with all applicable laws, regulations and agreements.

The Rocky Flats Closure Project Statement of Work is composed of five major sections that relate to the key work activities associated with closure, disposal of Special Nuclear Material, demolition of facilities, environmental remediation, waste disposal, and infrastructure and general site operations. Other activities such as disposition of employee health records and termination or transfer of benefit programs must also be completed. Other support services will be terminated when they are no longer needed during the closure process. In addition, the Contractor shall maintain DOE office accommodations and implementation of the Three Party Transfer Agreements.

Although the sections identified in Technical Exhibit A provide some detail for the specific scope of work for site closure, there may be other ancillary activities related to closure specifically identified in Technical Exhibit A, but which may be identified in other critical closure documents such as DOE Orders and the latest revision of the Rocky Flats Closure Baseline. Dates listed in the scope column of the Technical Exhibit A are set forth for reference. The Contractor's failure to meet a date specified in the scope column of Technical Exhibit A shall not be the sole basis for imposition of penalty, fee deduct or deferral or termination of the contract. All applicable federal and state laws must also be followed in the execution of this contract. All required final regulatory

documentation will be completed including the draft interim final Record of Decision Document for site closure which shall be prepared by the Contractor and submitted by DOE to regulatory agencies. All administrative matters including, but not limited to pension plans, labor agreements, subcontracts, and litigation will be completed, closed, terminated or transferred to the approved successor organization. DOE will conduct audits and surveillances of all aspects of the terms of this contract to ensure compliance with the terms of this SOW. The results of all audits and surveillances will be resolved with the Contractor. DOE reserves the right to stop work in accordance with Clause H.3, Stop Work and Shutdown Authorization.

The Region VIII Environmental Protection Agency (EPA) Office and the Colorado Department of Public Health and Environment (CDPHE) are the regulators for operations at the site. The RFETS is also subject to oversight by the Defense Nuclear Facilities Safety Board (DNFSB), an independent agency created to monitor operations and safety-related activities at the Department of Energy's nuclear facilities.

Physical Completion of the Contract

“Physical completion of the contract” as that term is used in Clause I.23, Incentive Fee, is defined as the point in time in which:

- (1) All buildings are demolished, except continuing water treatment facilities or other structures with a DOE declared continuing mission;
- (2) All IHSSs are remediated or dispositioned per the Rocky Flats Cleanup Agreement (RFCA) (amended as of 10/01/99);
- (3) All wastes are removed except for some materials that can be left in place, recycled or used as fill materials in accordance with regulatory requirements;
- (4) Closure caps are used for the remediation of two old landfills, the 700-Area and the solar ponds or these areas are otherwise remediated in accordance with RFCA (amended as of 10/01/99);
- (5) Building foundations, utilities or other remaining structures, paved roads and/or parking lots are covered by a minimum of three feet of fill after final grade;
- (6) Surface water onsite will meet health-based standards based on open space use calculated using methodology and toxicity assumptions utilized for the July 19, 1996 surface water action level; and
- (7) Water leaving the site in Woman and Walnut Creeks meets the water quality standards established (as of 10/01/99) by the Colorado Water Quality Control Commission.

Physical completion of the contract does not include and will be unaffected by interim storage (and eventual shipment) of waste and materials awaiting availability of DOE designated receiver site(s) as described in Section C of the contract, completion work such as cosmetic grading of the site, removal of uncontaminated buried underground utilities, removal of railroad tracks, paving of new surface roads or construction of new structures, and other similar activities. In the event material and waste receiver sites are unavailable, the Contractor may construct interim storage facilities, to include Corrective Action Management Units.

C.2 DEFINITIONS (GLOSSARY)

A listing of abbreviations and technical definitions used in this contract is provided at Section C, exhibit B.

C.3 GOVERNMENT FURNISHED SERVICES/ITEMS

C.3.1 Within thirty (30) days after the effective date of the contract and by September 1 prior to each fiscal year end, the Contractor will provide the Contracting Officer an annual projection which details its projection of needed Government Furnished Services/Items, identified in column 3 of Exhibit A, for DOE approval. The Contractor will also provide quarterly updates to the Contracting Officer. Amendments to the projection, if any, will be provided to the Contracting Officer 45 days in advance of the need date. Each Contractor submittal (annual, quarterly, or individual) shall be reviewed by DOE. Within 15 days after receipt, DOE shall notify the Contractor whether it will accept the requested GFS/I. If DOE cannot accept, DOE will identify in writing no later than 30 calendar days after receipt of Contractor's notification the requested GFS/I it can accept and provide. If DOE cannot accept the request for GFS/I that is within the ranges listed in Technical Exhibit A, then it shall be treated as a change in accordance with the clause entitled "Changes" in this contract.

C.3.2 Consistent with C.3.1, above, the Government will provide the Contractor with repository site locations and shipping rates which the Contractor may use, for storage, treatment or disposal. The Government Furnished Services/Items are provided in Section C, Exhibit A. Notwithstanding the specific obligations set forth in GFS/I, the Government agrees to use its best efforts to accelerate delivery of GFS/I in support of the Contractor's efforts to successfully close Rocky Flats. Shipping services provided by DOE will be at a rate in accordance with the approved shipper/receiver agreements submitted by the Contractor. DOE will provide certification for containers for all Special Nuclear Material shipments and a waiver or revision to the DOE Standard 3013-96 to address Pu oxides between 30 and 50 wt.%, to allow for potential Pu contamination on the outside of the inner can and to approve alternative moisture measurement methods.

C.3.3 The Government shall provide all NEPA compliance activities described in Technical Exhibit A and as detailed in the latest revision of the Rocky Flats Closure Project Baseline.

C.4 CONTRACTOR FURNISHED ITEMS

Except for Government-Furnished Services/Items, the Contractor shall furnish all personnel, supervision, management, equipment, materials, transportation and supplies required to plan, schedule, coordinate and assure performance of all required services necessary to close the Site.

C.5 STATEMENTS OF COMMITMENT

The Government and Contractor recognize the accelerated closure is a cooperative undertaking that requires both parties to seek innovative approaches to achieve the end objective. Streamlining process and

eliminating non-value-added requirements are critical to accomplishing accelerated closure. Both parties agree through the term of this contract to use their best efforts and to cooperate in seeking the reduction of non-value-added requirements and processes that impede progress. Further, both parties agree to use their best efforts to further accelerate closure activities, including maximizing shipping and receiving flexibility and capacity.

The Government and Contractor have currently identified a number of key performance requirements that are particularly amenable to streamlining. The Statements of Commitment identify the commitments or deliverables necessary to achieve the stated objective. The parties will work during the term of the contract to fulfill the objective and meet the commitment and deliverables identified therein.

During the performance of the contract, the parties agree that efficiencies and performance improvements will be required to reduce the actual cost and/or improve the schedule for the work. The benefit to the Government of any savings resulting from efficiencies and/or performance improvements occurring during the performance of this contract accrue through the Government's cost share identified in Clause I.23 of the contract. The parties further agree that there will be no reduction to the Target Cost, Target Schedule or Target Fee as a result of any such efficiencies and/or performance improvements.

The Contractor and the Government will establish a Partnering Agreement for the work leading to the closure of the site. The agreement will establish a common vision with supporting goals and missions. It will promote the principles of teamwork, mutual respect, openness, honesty, trust, professionalism and build a better understanding of one another's position. The agreement will also include joint commitments to:

- Maintain high safety performance
- Complete the project on schedule, within cost
- Eliminate barriers to a faster, more cost effective program
- Create an organizational culture able to accommodate change
- Resolve conflicts through a coordinated work effort to avoid adversarial relations
- Reinforce the partnered relationship with honest feedback and continual improvement.

SECTION C
STATEMENT OF WORK
TECHNICAL EXHIBITS

Table of Contents

No. TITLE (Reference Paragraph)

- A. Detailed Description of Scope and Services
- B. Abbreviations, Acronyms and Definitions
- C. List of Rocky Flats Environmental Technology Site Compliance Orders, Agreements and Permits
- D. Rocky Flats Cleanup Agreement
- E. Rocky Flats Environmental Technology Site Workforce Restructuring Plan

TECHNICAL EXHIBIT A**DETAILED DESCRIPTION OF SCOPE AND SERVICES****I. Special Nuclear Material**

The Contractor will be required to perform the work listed below for the removal of all Special Nuclear Material (SNM).

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS ¹
<p><u>A. Plutonium</u></p> <ol style="list-style-type: none"> 1) Ship all non-classified plutonium metals and oxides to the Savannah River Site or other DOE approved alternative² by September 30, 2002 (except for Pu holdup discovered and/or removed after 9/30/02). 2) Ship all classified, by shape, plutonium metal to the Savannah River Site or DOE approved alternative by September 30, 2002. 3) Ship all plutonium fluorides to the Savannah River Site or DOE approved alternative by September 30, 2002. 4) Ship all plutonium metal composites to Lawrence Livermore National Laboratory or DOE approved alternative by September 30, 2002. 5) Ship all IAEA material to Savannah River Site or DOE approved alternative by September 30, 2002. 	<ul style="list-style-type: none"> • Non classified plutonium metal and oxide must be packaged to the DOE-STD-3013-96 prior to shipment to the DOE approved receiver site. • All Special Nuclear Material must be shipped in a DOE approved shipping container (i.e. 9965, 9975, DT22, etc.) • DOE Orders 5610.12, 5610.14 and 460.1A must be followed. 	<ul style="list-style-type: none"> • Safe, Secure Transport services (e.g., escorts, tractor and trailer) at a rate and number sufficient to support SNM shipments (average number of 5 shipments per month not to exceed 9 shipments per month) started on 10/01/99 and ending as early as 10/1/01 and no later than 9/30/02 for a total of 175 shipments. • DOE approved receiver sites that can receive SNM and plutonium fluorides and IAEA materials at a rate to support shipment completion as early as 10/1/01 and no later than 9/30/02 (average number of 5 shipments per month not to exceed 9 shipments per month). • DOE shall certify the following containers

¹ As used throughout this Technical Exhibit A, "None" is used solely to indicate that the Government has not identified a specific service or item to be provided by the Government in support of the particular scope description.

² Dependent upon the completion of the NEPA process for the Record of Decision for Disposal.

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS ¹
		<p>for all SNM:</p> <ul style="list-style-type: none"> - 9975 - DOT-6M - DT-22 - 3013 <ul style="list-style-type: none"> • DOE-provided containers for SNM at a rate and number consistent with the planning and approval process described in C.3 to support the SNM shipping schedule. (DOE will certify but not provide 9975 and 3013 containers)

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS ¹
<p>B. Highly Enriched Uranium Ship all highly enriched uranium metal that is contaminated with plutonium to the DOE approved receiver site by September 30, 2002.</p> <p><u>C. Other Nuclear Materials</u> Ship all depleted uranium, 4.5% LEU, radioactive sources, thorium samples, U-233 non-combustibles to designated DOE or other approved receiver sites by September 30, 2002.</p>	<ul style="list-style-type: none"> • All Special Nuclear Material must be shipped in a DOE approved shipping container (i.e. 9965, 9975, DT22, etc.) • DOE Orders 5610.12, 5610.14 and 460.1A must be followed. 	<ul style="list-style-type: none"> • Same items as for Section A. Plutonium. • In addition for C, <ul style="list-style-type: none"> - NEPA as required - Designated receiver sites - Certified shipping containers • DOE shall certify the following containers for all SNM: <ul style="list-style-type: none"> - 9975 - DOT-6M - DT-22 - 3013 • DOE-provided containers for SNM at a rate and number consistent with the planning and approval process described in C.3 to support the SNM shipping schedule. (DOE will certify but not provide 9975 and 3013 containers)

II. Facility Deactivation, Decommissioning and Demolition

The Contractor will be required to deactivate, decommission and demolish the Rocky Flats facilities in accordance with the Rocky Flats Cleanup Agreement, except for those facilities specifically defined by DOE to remain as detailed below:

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p>A. SNM Buildings</p> <p>The Contractor shall deactivate, decontaminate and demolish all former Special Nuclear Material building clusters & supporting facilities to include (See Project Baseline Descriptions, for cluster descriptions)</p> <ul style="list-style-type: none"> • B371/374 cluster by March 1, 2006, • B771/774 cluster by October 1, 2004, • B707/750 cluster by February 1, 2005, • B776/777 cluster by March 1, 2004, and • B559 cluster by September 1, 2004. 	<p>Planning, characterization, area preparations, physical decontamination, dismantlement, demolition and reporting requirements shall be accomplished in accordance with the Rocky Flats Cleanup Agreement.</p>	<ul style="list-style-type: none"> • CERCLA Administrative Record Repository • DOE shall provide comments on draft decision documents and regulatory reports within 20 business days of receipt.
<p><u>B. Other Facilities</u></p> <p>The Contractor shall decontaminate and demolish the remaining building clusters & supporting facilities by September 30, 2006. (See Project Baseline Descriptions for cluster and supporting facility descriptions.)</p>	<p>Planning, characterization, area preparations, physical decontamination, dismantlement, and demolition shall be accomplished in accordance with the Rocky Flats Cleanup Agreement.</p>	<ul style="list-style-type: none"> • CERCLA Administrative Record Repository • DOE shall provide comments on draft decision documents and regulatory reports within 20 business days of receipt.

III. Waste Management

The Contractor shall store, process and/or package and ship to DOE approved or other storage, treatment or disposal sites all wastes. These wastes consist of transuranic (TRU) and transuranic mixed (TRU mixed), low level radioactive (LLW) and low level radioactive mixed (LLW mixed), hazardous, and sanitary waste. These wastes must be processed and/or packaged to meet disposal or receiver site criteria as stipulated below:

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p>A. Transuranic and Transuranic Mixed Waste</p> <p>Ship to the Waste Isolation Pilot Plant (WIPP) and other DOE designated sites, all transuranic and transuranic mixed waste by December 15, 2006.</p>	<ul style="list-style-type: none"> The Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria (WAC) Rev. 5, dated April 1996, and DOE Order 435.1. The TRUPACT-II Authorized Methods for Payload Control (TRAMPAC) procedure and Site-Specific TRAMPAC for TRU waste loading requirements. The TRUPACT-II SARP (Safety Analysis Report) and TRUCON (TRUPACT-II Content Code). All DOT transportation requirements applicable at the time of shipment for 	<p>TRUPACT II containers and trailers to support transuranic and transuranic mixed waste (including classified waste) shipments to WIPP and other DOE approved storage, treatment or disposal sites. TRUPACT IIs were delivered to Rocky Flats Site beginning on 10/01/99, and will be delivered at the following rates per month:</p> <p>FY00 36/mo</p> <p>FY01 72/mo</p> <p>FY02 120/mo</p> <p>FY03 120/mo</p> <p>FY04 120/mo</p> <p>FY05 80/mo</p> <p>FY06 36/mo</p> <p>FY07 36/mo</p> <p>DOE will also provide all transportation</p>

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
	<p>hazardous and radioactive waste must be met as well.</p> <p>--10 CFR Parts 70 & 71 (packaging)</p> <p>--49 CFR Parts 107, 110, 171, 173 (transportation)</p> <p>--Packaging QA Program Plan</p>	<p>services from the loading facilities at Rocky Flats to all DOE approved sites.</p>

<p><u>B. Low Level Waste</u></p> <p>Ship to approved DOE or commercial disposal sites all low-level waste by December 15, 2006.</p> <p>The Contractor shall provide transportation services to the disposal site and disposal site fees unless otherwise stipulated by DOE.</p>	<p>Disposal site waste acceptance criteria and DOE Order 435.1, All applicable DOT requirements at the time of shipment for radioactive waste must be met. Currently available disposal site – the DOE Nevada Test Site (NTS) in accordance with NTS Waste Acceptance Criteria dated August 1997, Rev 1, or Commercial Waste Acceptance Criteria if that disposal option is chosen.</p>	<p>DOE receiver sites that can accept waste at a rate and number consistent with the planning and approval process described in C.3. to support low level waste shipments.</p>
<p><u>C. Low Level Mixed Waste (less than 10 nanocuries per gram)</u></p> <p>Ship to approved DOE or commercial treatment and disposal sites all low level mixed waste less than 10 nanocuries per gram by December 15, 2006.</p> <p>The Contractor shall provide transportation services to the disposal site and treatment and disposal site fees unless otherwise stipulated by DOE.</p>	<p>Disposal site waste acceptance criteria and DOE Orders 5480.3 and 435.1. All applicable DOT requirements for shipment of radioactive and hazardous waste must be met.</p>	<p>DOE fulfills its commitment in the Waste Management Programmatic Environmental Impact Statement to designate DOE or commercial receiver site(s) that can accept waste at a rate and number consistent with the planning and approval process described in C.3 to support low level mixed waste shipments.</p>
<p><u>D. Low Level Mixed Waste (greater than 10 nanocuries per gram and less than 100 nanocuries per gram)</u></p> <p>Ship to approved DOE or commercial treatment and disposal sites all low-level mixed waste greater than 10 nanocuries per gram by December 15, 2006. The Contractor shall provide transportation services to the disposal site and treatment and disposal fees (up to the</p>	<p>Disposal site waste acceptance criteria and DOE Orders 5480.3 and 435.1, All applicable DOT requirements for shipment of radioactive and hazardous waste must be met.</p>	<p>DOE fulfills its commitment in the Waste Management Programmatic Environmental Impact Statement to designate DOE or commercial receiver site(s) that can accept waste at a rate and number consistent with the planning and approval process described in C.3 to support low level mixed waste</p>

unit price in III.C. above) unless otherwise stipulated by DOE.		shipments.
<p>E. Sanitary Waste</p> <p>Ship to commercial facilities for disposal, or recycle, all sanitary waste by December 15, 2006.</p>	<p>Local and state regulations regarding waste acceptance at sanitary landfills as well as any requirements associated with individual disposal sites. Sanitary waste leaving the Rocky Flats Site must be inspected to assure that no radioactive materials are present in accordance with Colorado Sanitary Waste regulations (6 CCR 1007-2) for landfills and individual landfill permits.</p>	None
<p>F. RCRA Regulated Hazardous Waste</p> <p>Ship to commercial facilities, all RCRA Regulated Hazardous Waste by December 15, 2006.</p>	<p>Disposal sites waste acceptance criteria, the Resource Conservation Recovery Act and DOE Order 435.1</p>	None
<p>G. Waste Minimization</p> <p>The Contractor shall develop and implement a pollution prevention program incorporating waste prevention, recycling and an affirmative procurement program.</p> <p>The Contractor shall establish waste reduction goals for transuranic, low-level waste, low level mixed and RCRA regulated hazardous waste.</p>	<ul style="list-style-type: none"> • Executive Order 12856 • Executive Order 13101 • DOE Order 5400.1 	None

IV. Environmental Remediation

The Contractor shall prepare a draft interim final record of decision (ROD), submit to DOE for DOE, EPA, and CDPHE approval, and complete all actions required by the approved interim final ROD to remediate soil, surface water, ground water, and other contaminated media. The remediation shall be completed as stipulated below:

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p><u>A. Remediation</u></p> <p>The Contractor shall remediate Individual Hazardous Substance Sites (IHSS)³, Potential Areas of Concern (PAC), or under building contamination (UBC) by December 15, 2006.</p> <p>The total waste volumes for this environmental remediation portion of the project are assumed not to exceed those quantities as follows:</p> <ul style="list-style-type: none"> • Non-Rad Waste: 11,000 cubic yards • Low Level Waste: 107,000 cubic yards • Low Level Mixed Waste <1 nanocurie: 41,000 cubic yards • Low Level Mixed Waste >1 nanocurie: 220 cubic yards 	<ul style="list-style-type: none"> • Planning, characterization, area preparations, remediation, disposition, final regulatory approvals and reporting requirements shall be accomplished in accordance with RFCA • Remediation shall be specified in the approved interim final Record of Decision (ROD) and Proposed Plan • Contractor must transport and maintain CERCLA administrative record IAW 40 CFR 300-311 	<ul style="list-style-type: none"> • CERCLA Administrative Record Repository • DOE shall provide comments on draft decision documents and regulatory reports within 20 business days of receipt.

³ If the 903 Pad Remediation Project removal option is exercised, then the project planning, execution and completion as identified in WBS #1.1.03.12.06.02 shall be removed from the scope of work and this contract.

<p><u>B. Post Closure Care under RCRA Permit</u></p> <p>The Contractor shall perform the closure and post-closure care requirements for RCRA permitted and interim status units during the performance of this contract.</p>	<p>The Contractor shall comply with closure and post closure care requirements under the RCRA permit in accordance with RCRA, 40 CFR Parts 264 and 265, the Colorado Hazardous Waste Act requirements, 6 CCR 1007-3 and RFCA.⁴</p>	<p>None</p>
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⁴ Assumes RCRA Permit is not extinguished and its requirements are not absorbed into RFCA.

<p><u>C. End State</u></p> <p>The Contractor shall develop and submit for RFFO and regulatory approval a Draft Interim Final ROD and Proposed Plan. The end state is defined in Clause C.1.2.</p>	<ul style="list-style-type: none"> • Draft Interim Final ROD shall be in accordance with RFCA and be of sufficient quality and completeness to obtain regulatory approval and issuance of an approved Interim Final ROD and Proposed Plan. • Draft Interim Final ROD will be prepared and presented in sufficient time to allow: <ul style="list-style-type: none"> • Public and regulatory review as provided in RFCA • Regulatory approval and publication • Completion of remediation actions described in the ROD and Proposed Plan prior to December 15, 2006 • Contractor must transport and maintain CERCLA administrative record in accordance with 40 CFR 300-311. 	<ul style="list-style-type: none"> • CERCLA Administrative Record Repository • DOE shall provide comments on draft decision documents and regulatory reports within 20 business days of receipt. • DOE will use its best efforts to obtain an approved Interim Final ROD.
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V. Infrastructure and General Site Operations

The Contractor shall perform the infrastructure operations and general support services listed below in support of the site closure mission.

- All items listed below are required until the end of this contract unless otherwise approved for termination by DOE.
- These items are generally required to support the items listed Sections I through IV above, or the general operation of the site until closure
- It is recognized that this is a closure site, all facilities have a limited life span, and the nuclear safety risk and required controls should be steadily declining throughout the project. The standard requirements referenced in this contract are generally designed for continuous ongoing facility operations. this will create the desirability for a number of interpretations and/or exceptions and deviations from the standard requirements to ensure that project costs are being deployed for the maximum net government risk reduction. The Contractor and DOE shall actively engage in early identification and appropriate requirements reduction activities to ensure a safe and cost effective closure.
- The Contractor shall provide any other services or operations not listed below as required by other contract requirements including those DOE Orders listed in Section J, Attachment B.
- Safety services are subdivided into three sections: 1) Nuclear safety requirements which apply to handling and processing fissile material and to the operation of facilities that house fissile material, 2) radiological safety requirements that apply to handling and processing of radioactive waste and operations in facilities that are radiologically contaminated or house radioactive materials, and 3) industrial safety requirements which apply to all work activities and facilities at the Site.

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p><u>A. Environmental Monitoring</u></p> <p>The Contractor shall conduct required environmental monitoring in compliance with environmental laws, regulations, permits, agreements, decision documents and in support of emergency response activities.</p> <p>The Contractor shall provide annual updates to the Historical Release Report and CERCLA Administrative Record.</p> <p>The Contractor shall maintain the current and any new enforceable agreements at the Site as identified in the</p>	<p>Environmental Monitoring shall be accomplished in accordance with the provisions of Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Clean Air Act; the Clean Water Act; the Colorado Water Quality Control Commission</p>	<p>DOE will provide necessary access to accomplish all offsite environmental monitoring.</p>

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
technical exhibit D in this section C.	(CWQCC) standards; natural resource management regulations, and RFCA. ⁵	

⁵ Requirements will be revised if RFCA is amended to include above stated requirements as ARARs.

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p><u>B. Facility Operation and Material Storage</u></p> <p>The Contractor shall operate all facilities until they are demolished in accordance with applicable safety, security requirements and store all materials (chemicals, etc.), waste, property, etc., in accordance with applicable requirements.</p>	<p>Applicable requirements for facility operation or material storage are listed in Section J, Attachment B..</p>	<p>None</p>
<p><u>C. Safeguards & Security</u></p> <p>The Contractor shall ensure appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of Special Nuclear Material; espionage; loss or theft of classified matter or Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and contractor employees, the public or the environment.</p> <p>The Contractor shall promptly prepare and submit applications for security clearances as required for work under this contract.</p> <p>The Contractor shall deter, prevent, detect and respond to unauthorized possession, use, or sabotage of Special Nuclear Materials.</p> <p>The Contractor shall provide an integrated system of activities, systems, programs, facilities and policies for the protection of classified information, nuclear materials, and DOE and certain DOE contractor property and personnel as required by the Atomic Energy Act of 1954, as amended, other Federal statutes, Executive orders, and other directives.</p>	<ul style="list-style-type: none"> • Program Management, DOE Order 470 Series • Personnel Security, DOE Order 472 Series • Protection Operations, DOE Order 5632 and DOE Order 473 Series • Materials Control And Accountability, DOE Order 5633 and DOE Order 474 Series • Information Security, DOE Order 5639 and DOE Order 471 Series 	<p>DOE shall promptly process Contractor security clearances. On average, processing time will be in accordance with DOE Order 472 guidelines which for clear cases will be at or below the following:</p> <p>Q clearance- 75 calendar days</p> <p>L clearance - 75 calendar days</p> <p>AAA clearance - 60 calendar days</p> <p>Processing time begins upon receipt of the case from the Contractor.</p>

<p><u>D. Analytical Services</u></p> <p>The Contractor shall perform and maintain Analytical Services and/or Laboratories.</p> <p>The Contractor shall ensure that any lab samples analyzed by off-site laboratories will be disposed of from the laboratory and not returned to the Rocky Flats Site for disposal unless there is prior contractual agreement for the return of specific samples for which no other disposition is possible.</p>	<p>Analytical Services and laboratories shall be operated in accordance with one or more of the following references: 10 CFR 830.120, DOE Order 414.1, ASME-NQA-1, ANSI/ASQC E4, and/or ISO 9000.</p>	<p>DOE shall maintain a quality National Analytical Management Program or a DOE alternative program which supports the analytical services necessary to close the site.</p>
<p>E. Public Relations & Media Support</p> <p>The Contractor shall provide communication services to include Citizens Advisory Board representation, tours and visits and other stakeholder support.</p>	<ul style="list-style-type: none"> • Communication services shall be provided as needed to maintain stakeholder support for the Rocky Flats Closure Project. • Contractor must transport and maintain supporting community documents in the established DOE Reading room(s). 	<p>DOE Reading Room(s)</p>
<p><u>F. Litigation Management</u></p> <p>The Contractor shall maintain a legal function and demonstrate sound litigation management practices to include litigation, arbitration, legal advice on environmental matters, procurement, employment, labor, and the Price-Anderson Act (PAA); review and interpretation of legislation and laws; research and drafting of memorandum, and the management and oversight of outside legal counsel; for both the prime and subcontractors.</p> <p>The Contractor shall provide litigation support to the</p>	<ul style="list-style-type: none"> • Litigation management practices shall be provided in accordance with the RFFO approved Litigation Management Plan. • Department of Energy, Office of General Counsel, Legal Services and Litigation Management Policies and Procedures 	<p>None</p>

<p>Government when judged necessary by the Contracting Officer (or Contracting Officer Representative) in cases of actual or threatened litigation, regulatory matters, or third-party claims and subject to applicable rules and regulations. Litigation support includes, but is not limited to: case preparation assistance; document retrieval, review and reproduction; witness preparation and testimony; expert witness testimony; and assisting Government counsel as necessary in response to discovery or other information related activities responsive to any legal proceeding.</p>		
<p><u>G.Audit Support Services</u></p> <p>The Contractor shall provide audit support services for GAO, IG, I EPA, CDPHE and other external audits that examine and evaluate Site activities.</p>	<p>Audit Support Services shall be provided in accordance with DOE Order 2300.1B, Audit Resolution and Follow-up, DOE Order 2320.1C, Cooperation with the Office of Inspector General, DOE Order 2321.1B, Auditing of Programs and Operations; and, Department of Energy, Office of General Counsel, Legal Services and Litigation Management Policies and Procedures</p>	<p>DOE /OIG Rocky Flats Audit Plan</p>
<p>H. Utilities & Infrastructure</p> <p>The Contractor shall provide and maintain the infrastructure, utilities, etc. necessary to support the closure mission. DOE will provide at a later date a specific definition of which roads and components of the site utility system that will remain after closure.</p>	<p>Utilities and infrastructure shall be maintained in accordance with DOE Order 430.2 and the Site Safety Analysis Report.</p>	<p>DOE shall provide and pay for site utilities to include raw water, electricity, natural gas and heating oil.</p>

<p>I. Radiological Assistance Program</p> <p>The Contractor shall provide a field unit under the Radiological Assistance Program (RAP) until the RAP program is terminated by DOE.</p>	<p>DOE Order 5530.3 provides the requirements for the Radiological Assistance Program.</p>	<p>DOE shall provide additional funding for the RAP and one member and may provide up to three (3) members for the RAP team.</p>
<p>J. Health Effects</p> <p>The Contractor shall provide support for health programs/ambulatory care, beryllium and radiation worker health surveillance programs and personnel monitoring program. These services are required to assess, monitor, record data, and provide medical support for current site workers who are or may be exposed to radiological and hazardous materials. This is expected to encompass 6500 (+/-1000) current site workers through the term of this contract. The Contractor shall maintain medical records of former workers and make them available for health effects studies as requested by DOE.</p>	<p>Health effects shall be maintained in accordance with Public Law 102-484, DOE Order 440.1, and will last until the program and documents are turned over to DOE at the end of this contract.</p>	<p>None</p>

<p>K. Occupational Health</p> <p>The Contractor shall provide the following classes of examinations for the purpose of providing initial and continuing assessment of employee health: pre-placement in accordance with the Americans with Disabilities Act (42 United States Code 12101), qualification examinations, fitness for duty, medical surveillance and health monitoring, return to work health evaluations, and termination examinations. The occupational medical department shall be informed of all job transfers and shall determine whether a medical evaluation is necessary. The physician responsible for the delivery of medical services or his/her designee shall inform contractor management of appropriate employee work restrictions.</p>	<p>DOE Order 440.1A provides the requirements for employee health examinations. This applies to all contractor and sub-tier contractor personnel as required by DOE Order 440.1A.</p>	<p>None</p>
<p><u>L. Emergency Management</u></p> <p>The Contractor shall provide Site Emergency Management Services to include emergency planning and preparedness as well as response to possible incidents involving nuclear, radiological and hazardous materials on site.</p> <p>The Contractor shall provide a fully equipped and adequately staffed Emergency Operations Center on the site.</p>	<p>DOE Order 151.1 specifies the performance requirements, capabilities and response times for emergency management services. Emergency management shall be performed at the levels specified until the major nuclear facilities' hazards are removed or ameliorated, or the facilities are demolished. A reduced level of emergency services may be allowed once the major hazards on-site are removed and as they are approved by DOE. DOE Order 225.1A specifies the requirements for conducting</p>	<p>None</p>

	accident investigations.	
<p>M. Nuclear Criticality Safety The Contractor shall maintain a Nuclear Criticality Safety Program which ensures that operations with fissionable materials which pose a criticality accident hazard shall be evaluated and documented to demonstrate that the operation will be subcritical under both normal and credible abnormal conditions. Fissionable material operations shall be conducted in such a manner that consequences to personal and property that result from a criticality accident will be mitigated. No single credible event or failure shall result in a criticality accident having unmitigated consequences.</p>	<p>DOE Order 420.1 provides the requirements and invokes the applicable ANSI/ANS 8 Standards. Sabotage and seismic events that are predicted to result in facility collapse are exempt from the requirement for double contingency. The Criticality Safety Program will be required in each facility until fissile materials inventories are reduced to less than that stipulated in ANSI/ANL8.</p>	<p>None</p>

<p><u>N. Nuclear Safety</u></p> <p>The Contractor shall develop and maintain the safety analysis and controls for nuclear facilities, operations, and activities. Readiness determinations for restart of activities and for start-up of new activities will be required to demonstrate readiness to safely start the activity.</p>	<p>DOE Orders 420.1, 425.1, 5480.21, 5480.22, and 5480.23 specify the requirements for nuclear safety.</p>	<p>DOE complies with the following authorization basis review schedule:</p> <ul style="list-style-type: none"> A. Justification for Continued Operation – 4 calendar weeks B. Page Change- 4 calendar weeks C. New -Authorization Basis- 2 calendar months D. Authorization Basis revision- 6 calendar weeks E. Positive unreviewed safety question - 2 calendar weeks <p>DOE will work cooperatively with the Contractor to improve upon this review schedule as a part of the best efforts approach of the Nuclear Licensing Statement of Commitment.</p>
<p>O. Occupational Safety</p> <p>The Contractor shall meet all occupational safety and health requirements (including but not limited to industrial safety, fire protection, construction safety, firearms safety, explosive safety, industrial hygiene, pressure safety and motor vehicle safety) for all site-related operations and conditions.</p>	<p>Occupational safety requirements are as stipulated in DOE Orders 420.1, DOE Order 440.1A.</p>	<p>None</p>
<p>P. Fire Protection</p> <p>The Contractor shall maintain an acceptable fire protection program which supports a level of fire protection and fire suppression capability sufficient to minimize losses from fire and related hazards consistent with the best in class of</p>	<p>DOE Order 420.1 provides the requirements and invokes the National Fire Protection Association Standards.</p>	<p>None</p>

protected property in private industry.		
<p>Q. Quality Assurance Program</p> <p>The Contractor shall perform all work on site in accordance with applicable quality assurance requirements.</p>	<p>DOE Order 414.1 and 10 CFR 830.120 specify basic requirements that apply to the quality assurance program. For site activities where transuranic waste will be characterized, packaged, or shipped, the DOE Carlsbad Area Office Quality Assurance Program Document, CAO-94-1012 and DOE Carlsbad Area Office Quality Assurance Program Plan, CAO-94-1010 shall apply. The Nevada Test Site Waste Acceptance Criteria shall apply for those activities where Low Level Waste is characterized, certified, packaged, or shipped.</p>	None
<p>R. International Agreements</p> <p>The Contractor shall support 12 inspections per year by the International Atomic Energy Agency (IAEA) as well as maintain material surveillance equipment.</p>	<ul style="list-style-type: none"> IAEA agreement INFCIRC 288 and DOE Order 1270.2B This requirement will remain in effect until IAEA materials have been permanently removed from the Site. 	None
<p><u>S. Records Management and Document Control</u></p> <p>The Contractor shall provide on an ongoing basis the maintenance, storage, protection, and disposition of active</p>	<p>Records management and document control will be conducted in accordance with</p>	DOE approved receiver site(s)

and inactive classified and unclassified records, retrieval from on-site and off-site storage facilities and support in ongoing discovery efforts for litigation. All Government records, regardless of media, in the Contractor's custody must be properly inventoried, indexed, moved to DOE approved off-site storage facilities, and possess a disposition schedule or equivalent thereof pending a schedule being developed, including those records that are required to document closure activities. Those records that are radiologically, beryllium or otherwise contaminated shall be handled and dispositioned in accordance with site procedures including applicable free release levels. The Contractor will provide a complete records inventory list in a hardcopy and electronic format to the post closure records custodian identified by the DOE Contracting Officer.	DOE Order 200.1, 36 CFR Chapter 12, Subchapter B and the Joint Records Management Strategy for Site Closure.	
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<p><u>T. Radiation Protection Program</u></p> <p>The Contractor shall ensure that all site activities are conducted in compliance with a documented Radiation Protection Program to minimize occupational exposure to internal radiation, direct, external exposure to ionizing radiation as well as to minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process will be applied to all site activities.</p>	<p>10 CFR 835 and the Departmental Implementing Guides shall apply.</p>	<p>None.</p>
<p><u>U. Environmental Permits</u></p> <p>The Contractor shall obtain, maintain, and comply with environmental permits as required and allowed by law.</p>	<p>Contractor's compliance with environmental permits shall be in accordance with the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Clean Air Act; the Clean Water Act; and the Rocky Flats Cleanup Agreement.⁶</p>	<p>None</p>

⁶ Requirements will be revised if RFCA is amended to include above stated requirements as ARARs.

VI. DOE Office Accommodations

The Contractor shall provide basic office accommodations for DOE personnel as specified below. A central DOE office will be needed as well as smaller office accommodations in a few critical facilities until they are decommissioned. During the final stages of closure it is expected that DOE will relocate its office off-site.

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p>DOE Offices</p> <p>DOE will continue to occupy Building 460 until the facility is scheduled for demolition or until the Contractor provides alternate office space, whichever occurs first. This includes space for up to 250 DOE and support service personnel. Regardless of location, DOE will require that at least 150 of the individual offices must be located in one building until the end of FY04. Up to a maximum total of 10 office spaces (no more than three in each building) must be maintained in or within 150 feet of Buildings 371, 750, 771, and 707 until the Contractor closes the facilities. DOE will require additional space for approximately 10 regulators doing Site inspections. Lunch services must be provided within 500 feet of the single large DOE office on-site until 2005. The Contractor shall provide for movement of DOE furniture property and other materials if offices are moved from the satellite offices, or from B460. Adequate access for DOE personnel is required through closure.</p>	<p>DOE office accommodations will be provided in Building 460, or an alternative. Any central office location besides Building 460 requested to house the DOE offices must be approved by the Manager, RFFO.</p>	<p>None</p>

VII. Tri-Party Agreement

The Contractor shall continue to implement the Three Party Transfer Agreements.

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
Tri-Party Agreement The Contractor shall ensure the continued support and assistance to Rockwell and EG&G as prescribed by the RFP Three Party Transfer Agreement dated June 30, 1995.	RFETS Three Party Transfer Agreement with DOE, EG&G Rocky Flats, Inc., and Kaiser-Hill Company, L.L.C., June 30, 1995, and as incorporated by reference, the RFP Three Party Transfer Agreement with DOE, EG&G Rocky Flats, Inc., and Rockwell International Corporation, October 23, 1989.	None

VIII. Closure Project Funding

The Contractor shall plan to execute this Statement of Work assuming a minimum annual funding of \$657 Million from the Closure Account, (EW-05) received no later than October 1, of each year, for the term of the contract. The receipt of funding is subject to Congressional and Departmental funding Authorization. The following table describes the maximum funding RFFO may receive during the project from the Closure Account. If DOE removes scope, such as the 903 Pad remediation, adjustment to this funding may be negotiated.

FY00	FY01	FY02	FY03	FY04	FY05	FY06	FY07
							& Outyears

\$18.8M	\$18.8M	\$18.8M	\$18.2M	\$17.6M	\$16.6M	\$16.3M	\$3.9M
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Exhibit B

Abbreviations, Acronyms, and Definitions

Abbreviations and Acronyms:

ACP	Accelerated Cleanup Plan
ADS	Activity Data Sheets
ALARA	As Low As Reasonably Achievable
APSF	Advanced Plutonium Storage Facility
ASAP	Accelerated Site Action Project
BCP	Baseline Change Proposal
BEST97	Basis of Estimate Software Tool
BOES	Basic Operating and Essential Services
CAB	Citizens Advisory Board
CAD	Corrective Action Decision
CAMU	Corrective Active Management Unit
CDPHE	Colorado Department of Public Health and Environment
CERCLA 1980	Comprehensive Environmental Response, Compensation and Liability Act of 1980
CFR	Code of Federal Regulations
CID	Cumulative Impacts Document
D&D	Decontamination and Decommissioning
DNFSB	Defense Nuclear Facilities Safety Board
DOE	Department of Energy
DOR	Direct Oxide Reduction
ECA	Energy Communities Alliance
EIS	Environmental Impact Statement
EM	Environmental Management
EPA	Environmental Protection Agency
ER	Environmental Restoration
FSUWG	Future Site Use Working Group
FTIRS	Fourier Transform Infrared System
FY	Fiscal Year
HQ	Headquarters
IAW	In Accordance With
ICCB	Internal Change Control Board
ID	Department of Energy Idaho Operations Office
IDC	Item Description Code
IHSS	Individual Hazardous Substance Site
IMC	Integrating Management Contract
INEEL	Idaho National Engineering and Environmental Laboratory
IPL	Integrated Priority Listing
ISM	Integrated Safety Management

LANL	Los Alamos National Laboratory
LCB	Life Cycle Baseline
LLMW	Low Level Mixed Waste
LLW	Low Level Waste
M&O	Management & Operating
Mat'l	Material
Misc.	Miscellaneous
MLLW	Mixed Low Level Waste
MOL	Minimum Operating Level
MOX	Mixed Oxide Fuel
MR	Mortgage Reduction Milestones
mrem	Millirem
MSE/ER	Molten Salt Extraction/Electrorefining
NEPA	National Environmental Policy Act
NTS	Nevada Test Site
Ops.	Operations
OR	Oak Ridge
OU	Operable Unit
PA	Protected Area
PAC	Potential Area of Concern
PBIMC	Performance Based Integrating Management Contract
PBD	Project Baseline Description
pCi/g	Pico Curies per gram
PEIS	Programmatic Environmental Impact Statement
PPI	Program Planning and Integration
Pu	Plutonium
PuF ₄	Plutonium Fluoride
RESRAD	Computer Model Pertaining to Residual Radiation Material
RFCA	Rocky Flats Cleanup Agreement
RFETS	Rocky Flats Environmental Technology Site
RFFO	Rocky Flats Field Office
ROD	Record of Decision
SAL	Soil Action Levels
SCCB	Site Change Control Board
SISMP	Site Integrated Stabilization Management Plan
Site	Rocky Flats Environmental Technology Site
SMEs	Subject Matter Experts
SNM	Special Nuclear Material
SRS	Savannah River Site
SS&C	Salt Sand & Crucible
SSTs	Safe Secure Transport
SSSP	Site Safeguard & Security Plan
STCG	Site Technology Coordination Group
STLs	Safeguards Treatability Limits

STP	Site Treatment Plan
TBD	To be determined
TRU	Transuranic
TRUM	Transuranic Mixed
TRUPACT	Transuranic Waste Packaging and Transportation
TSCA	Toxic Substance Control Act
TYP	Ten Year Plan
USTs	Underground Storage Tanks
WAD	Work Authorization Document
WBS	Work Breakdown Structure
WIPP	Waste Isolation Pilot Plant
WM	Waste Management

Definitions:

Baseline: A work activity based plan that describes the Contractor's approach to execute the project Statement of Work, including the schedule for those work activities and estimates of the associated costs (plus or minus approved changes). Defined as the Rocky Flats Closure Project Baseline.

Statement of Work: Narrative description of products or services to be supplied/delivered under the contract (see Section C).

Scope: Sum of the products or services to be provided as the project.

Technical Safety Requirements (TSR) Level 1 Violation: A Level 1 violation is indicative of a significant breakdown of safety controls in a facility. It results in an actual release of material to the environment, or allows conditions to exist where there are no remaining barriers to release to the environment. DOE discovery of a Level 2 violation also represents a Level 1 violation.

Technical Safety Requirements (TSR) Level 2 Violation: Level 2 violations are significant violations of the control set, but do not pose an immediate threat to the co-located worker, the public or to the environment. A violation that can or does result in adverse consequences to facility workers is a Level 2 violation. Level 2 violations also result from DOE discovery of a failure to comply with administrative controls or lack of rigor in maintaining the safety envelope.

Exhibit C**List of Rocky Flats Environmental Technology Site Compliance Orders, Agreements and Permits**

Parties	Statute	Type	Date Executed
DOE/Colorado 10/3/95	RFCO	Site Treatment Plan COOC	
DOE-Kaiser-Hill- 4/23/93 -Safe Sites/Colorado	RMRS RCRA	Mixed Residue SA & COOC	
DOE-Kaiser-Hill/ 8/21/97 Colorado	RCRA	Waste Chemicals COOC	
DOE-Kaiser-Hill/ 8/21/97 Colorado	RCRA	Idle Equipment and Tanks COOC	
DOE/Colorado 8/14/98	RCRA	Mixed Residues COOC	
DOE-Kaiser-Hill- 6/30/97 Safe Sites-RMRS - Closure Site Services/ Colorado	RCRA	RCRA Permit	
DOE/EPA/Colorado 7/19/96	RCRA/ CERCLA	RFCA	
DOE-Kaiser-Hill/EPA 6/30/84	CWA	NPDES Permit	
DOE/EPA	CWA	NPDES FFCA	3/91

COOC = Compliance Order on Consent

SA = Settlement agreement

RFCO = RCRA Facility Consent Order

FFCA = Federal Facility Compliance Agreement

RFCA = Rocky Flats Cleanup Agreement

1. Note that RFFO and K-H are parties to the RFETS facility Clean Air Act Permit Application filed with CDPHE. No facility permit has been issued, but various sources on site continue to have specific air permits.

Exhibit D

ROCKY FLATS CLEANUP AGREEMENT

Incorporated by reference as of October 1, 1999.

Exhibit E

**ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE WORKFORCE
RESTRUCTURING PLAN**

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PART I – THE SCHEDULE

SECTION D

PACKAGING AND MARKING

Table of Contents

Section Number	Clause Title
D.1	PACKAGING
D.2	MARKING

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

D.2 MARKING

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).

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PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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E.1	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984) FAR 52.246-05
E.2	ACCEPTANCE
E.3	INSPECTION
E.4	CONTRACTOR QUALITY CONTROL
E.5	GOVERNMENT QUALITY ASSURANCE
E.6	TECHNICAL EXHIBITS GOVERNMENT QUALITY ASSURANCE/SURVEILLANCE PLAN

SECTION E

INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-05 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

E.1.1 Definitions. “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

E.1.2 The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

E.1.3 The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

E.1.4 If any of the services performed do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements, and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

E.1.5 If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances, or (2) terminate the contract for default.

E.2 ACCEPTANCE

Acceptance of all work and effort under this contract (including “Reporting Requirements,” if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

E.3 INSPECTION

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer’s Representative (COR) or any other duly authorized Government representative in accordance with Sections H and I of this contract.

E.4 CONTRACTOR QUALITY CONTROL

In accordance with the “FAR 52.246-05, INSPECTION OF SERVICES – COST REIMBURSEMENT” Clause, the Contractor shall establish and maintain an inspection system acceptable to the Government, to assure the requirements of the contract are provided as specified. This system shall:

- (1) Identify deficiencies in the quality of services performed throughout the entire scope of the contract and implement timely corrective action before the level of performance becomes unsatisfactory.
- (2) Be implemented on the contract start date.

E.5 GOVERNMENT QUALITY ASSURANCE/SURVEILLANCE PLAN

- (a) The Government Quality Assurance/Surveillance Plan identifies specific services from the Statement of Work for which compliance with the identified standards is required. The Surveillance Plan identifies standards by which the Contractor is expected to perform in a continuous satisfactory manner. The Contracting Officer may impose a Category 3 fee adjustment in accordance with section B.6 of this contract if the Contractor fails to correct DOE identified non-compliance with the Standard in the timeframe specified by the Contracting Officer, or if there are three non-compliance activities with a specific standard within any given quarter. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a penalty has been imposed.
- (b) The services rendered under this contract are subject to Government inspection both during the Contractor’s operations and after completion of the tasks. After each inspection, the Contractor will be advised of any unsatisfactory condition(s) for which they are responsible. The Contractor shall correct such deficiencies promptly and, by written report to the Contracting Officer, shall address corrective/preventive actions taken.

TECHNICAL EXHIBIT**GOVERNMENT QUALITY ASSURANCE/SURVEILLANCE PLAN**

REQUIRED SERVICE	SOW REF. NO.	STANDARD	SURVEILLANCE METHOD
SNM Shipments	Sec. I, A. & B.	<ul style="list-style-type: none"> • All SNM shipped in a DOE approved shipping container • All DOT requirements satisfactorily met. • All requirements of DOE Orders 5610.12, 5610.14 and 460.1A satisfactorily met. 	Periodic assessments, monthly observations, and assessment of each shipping manifest
Waste Shipments	Sec. III, A-F	<ul style="list-style-type: none"> • All wastes shipped in either DOE or DOT approved shipping containers • All DOT requirements satisfactorily met. • Requirements of DOE Order 435.1 satisfactorily met. • All disposal site waste acceptance criteria satisfactorily met. 	Periodic assessments, monthly observations, and assessment of each shipping manifest
SNM Building Deactivation	Sec, II, A	Safe and Stable condition according to the Project Execution Plan (PEP) where vaults are empty, residues and all SNM is removed, MAA is closed, chemicals and excess equipment is removed and process systems are drained of SNM solutions.	Periodic assessments and monthly observations
Facility Decommissioning	Sec, II, A	All end state requirements of the approved DOP have been met. Holdup has been reduced to a specified manageable level, equipment and gloveboxes have been removed and packaged for disposal and the facility has been decontaminated and	Periodic assessments and monthly observations

REQUIRED SERVICE	SOW REF. NO.	STANDARD	SURVEILLANCE METHOD
		determined to be at the required specified level.	
Facility Demolition	Sec. II. A	All end state criteria of the approved DOP have been met including disposition of building rubble, and protection of any known areas of contamination.	Periodic assessments and monthly observations
Safeguard and Security Program <ul style="list-style-type: none"> • Program Management, SSSP • Personnel Security • Protection Operations • Materials Control and Accountability • Information Security 	Sec. V, C.	All requirements of the following DOE Orders are satisfactorily met: DOE Orders 470.1, 470.2, 471.1, 471.2A, 472.1B, 473.2-1, 474.1-2, 5632.1C, 5639.8A	Periodic Surveys, periodic assessments, and monthly observations
Fire Protection	Sec. V, P	All requirements of DOE Order 420.1 and the National Fire Protection Association Standards satisfactorily met.	Periodic assessments and monthly observations
Occupational Safety	Sec. V, O	All requirements in DOE Orders 420.1, 440.1A and the Occupational Health and Safety requirements satisfactorily met.	Periodic assessments and monthly observations
Nuclear Criticality Safety	Sec. V. M	All requirements of DOE Order 420.1 and ANSI/ANS8 satisfactorily met.	Periodic assessments and monthly observations
Radiological Protection	Sec. V, T	All requirements of 10 CFR 835 satisfactorily met.	Periodic assessments and monthly observations
Nuclear Safety	Sec. V, N	All requirements of DOE Orders 420.1, 425.1, 5480.21, 5480.22, and 5480.23 satisfactorily met.	Periodic assessments and monthly observations
Environmental Monitoring	Sec. V, A	All requirements of Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Clean Air Act; the Clean Water Act; the	Periodic assessments and monthly observations

REQUIRED SERVICE	SOW REF. NO.	STANDARD	SURVEILLANCE METHOD
		Colorado Water Quality Control Commission (CWQCC) standards; natural resource management regulations, and RFCA satisfactorily met.	
Environmental Remediation	Section IV,A	All requirements of Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Clean Air Act; the Clean Water Act; the Colorado Water Quality Control Commission (CWQCC) standards; natural resource management regulations, and RFCA satisfactorily met.	Periodic assessments and monthly observations

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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F.1	PRINCIPAL PLACE OF PERFORMANCE
F.2	DELIVERY
F.3	PROJECT COMPLETION

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be within the site outlines of the Rocky Flats Environmental Technology Site, near Golden, Colorado, and such other facilities as may be leased or acquired from time to time. All deliverable items shall be delivered to the Contracting Officer or designee, unless otherwise specified.

F.2 DELIVERY

- (a) Performance will commence with the effective date of this contract on February 1, 2000. The target date for physical completion of the contract is December 15, 2006.
- (b) "Physical completion of the contract" as that term is used in Clause I.23, Incentive Fee, is defined in Clause C.1.2.

F.3 PROJECT COMPLETION

- (a) Release of Withholdings. When the Contractor completes elements (1), (2), (3) and (4) of physical completion as defined in Clause C.1.2, the Contracting Officer will project the Contractor's expected fee earnings and release withheld fees accordingly, but will retain a withholding of at least \$5,000,000 until physical completion as defined in Clause C.1.2. The release of withholdings by the Contracting Officer, at this point, does not change the conditional nature of these fee payments. For remaining conditional incentive fee payments, the Contracting Officer will continue to withhold fees in accordance with Clause B.6.
- (b) Declaration of Physical Completion. Upon physical completion of contract as set forth in Clause C.1.2, the Contractor may prepare a letter declaring that the Rocky Flats Closure Project has been physically completed. If the Contractor submits such a letter, the Government will have one business day to decide whether the Contractor's declaration is reasonable, after which the Government will, within ninety (90) calendar days accept the project as complete or provide the Contractor with a final definitive punch list of material deficiencies which preclude the Government from accepting the physical completion of the contract. During the acceptance period, the actual completion date shall be suspended and fixed as of the date Contractor declares project completion. The Contractor shall complete the identified deficiencies, the costs of which shall be considered unallowable, during the nine (9) months immediately succeeding the receipt of the Government's notification. During this period, the actual completion date shall remain fixed while the Contractor completes the remaining open deficiencies.

Upon completion of punch list material deficiencies, the Contractor will submit a Final Declaration Letter for physical completion of the contract. The Contractor's final Declaration Letter and the Contractor's responsibility for completion of any material deficiencies shall be limited only to completion of the Government's final definitive punch list of material deficiencies established above, inasmuch as all other work was previously accepted by the Government. In the event the Government determines that a portion of its final punch list of material deficiencies is not completed, the Contractor will be notified accordingly within thirty (30) calendar days of receipt of the Contractor's Final Declaration Letter. These costs shall also be considered unallowable. In this event, and for any future incomplete final punch list work identified by the Government, the Contractor shall proceed diligently with the completion of the work and, upon completion, all withholding shall be released to the Contractor except the required retainage amount set forth by Clause I.23.

(c) Withheld Fee Funding and Payment.

- (1) The Contractor will request a reserve of appropriate budget ninety (90) days prior to the start of the next fiscal year or, alternatively, the Contracting Officer will confirm in writing to the Contractor that sufficient funds are available in the current fiscal year to fund all or a portion of the Contractor's withheld fee. Withheld fee shall be paid to the Contractor in the next quarter subject to the provisions of (a) above.
 - (2) Upon Government acceptance of physical completion of the contract, all remaining withholdings shall be paid to the Contractor within thirty (30) calendar days of receipt of the Contractor's invoice.
- (d) Upon full acceptance of physical completion of the contract the Government will pay the Contractor as set forth by Clauses F. 3(c) and B.7.
- (e) Contract Close-out. After the Contractor's declaration of physical completion of the contract, the Government and Contractor shall establish a separate plan including budget and schedule for close-out of the contract. The Contract Close-out Plan will include all remaining administrative matters necessary to close out the contract, including but not limited to, resolution of remaining and open litigation, audit of indirect costs, remaining records disposition required by the Government, ongoing monitoring and stewardship costs or any other activities required by Clause I.22, Allowable Cost and Payment, to close-out the contract. As set forth in Clause B.8, the cost, schedule and budget established for contract close out activities shall not be included in Target Cost or Target Schedule.

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PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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G.6	REPRESENTATIONS AND CERTIFICATIONS
G.7	INVOICING/PAYMENT PROCEDURES

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy of all correspondence to the DOE Contracting Officer.
- (b) Other Correspondence. All other correspondence shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the COR and the DOE Patent Counsel (where patent or technical data issues are involved).

G.2 ADDRESSES

The DOE Contracting Officer's address is:

Contracts Management Division - Bldg. 460
Attn: Melody C. Bell
Rocky Flats Field Office
US Department of Energy
10808 Highway 93, Unit A
Golden, CO 80403-8200

Future revisions of the Contracting Officer or the address may be accomplished by written notification from the Contracting Officer to the Contractor, without a formal contract modification.

G.3 BILLING INSTRUCTIONS

- (a) The Contractor shall submit the original and three copies of invoices or vouchers, in accordance with the Payments provisions of this contract, to the following address:

Office of the Field Chief Financial Officer, Bldg. 460
Attn: Finance Group
Rocky Flats Field Office
US Department of Energy
10808 Highway 93, Unit A
Golden, CO 80403-8200

- (b) The Contractor shall submit invoices in accordance with the Billing Instructions, which will be provided at time of award of a contract, and other applicable clauses of this document.

G.4 DEFECTIVE OR IMPROPER INVOICES

Name (where practicable), title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice:

Kaiser-Hill Company, LLC
10808 Highway 93 Unit B, Building 111
Golden, CO 80403-8200

Attention: Mr. L. A. Martinez
Vice President, Administration and CFO
Telephone: (303) 966-9768

G.5 DOE PROPERTY ADMINISTRATION

For purposes of administration of government property, the points of contact are:

For real property:

Steven R. Schiesswohl 966-6501

For other than real property:

Joseph A. Legare (Primary) 966-5918
Steven W. Slaten (Secondary) 966-4639

Assistant Manager for Environment & Infrastructure, Building 460
Rocky Flats Field Office
US Department of Energy
10808 Highway 93, Unit A
Golden, CO 80403-8200

Future revisions of the points of contact may be accomplished by written notification from the Contracting Officer to the Contractor, without formal contract modification.

G.6 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications completed as attachment to Section J leading to award of this contract, dated November 15, 1999, are hereby incorporated into this contract.

G.7 INVOICING/PAYMENT PROCEDURES

- (a) The Government will make payments to the Contractor by electronic funds transfer not later than three (3) business days after receipt of an acceptable invoice from the Contractor.
- (b) The Contractor may submit cost invoices no more frequently than bimonthly. Fee invoices will be submitted in accordance with Clause B.6.
- (c) Any defects in invoices which are discovered after acceptance and payment will be corrected on subsequent invoices. If the Government discovers such defects, the

- Contracting Officer will notify the Contractor in writing to the individual listed in Clause G.4, DEFECTIVE OR IMPROPER INVOICES, above. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Any bases for withholding, set off or reduction with respect to invoices which are discovered after acceptance will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set off or reduction, the Contracting Officer will notify the Contractor in writing to the individual listed in Clause G.4, Defective or Improper Invoices, above. The Contracting Officer's written notification will explain the nature of the bases for withholding, set off or reduction, will specify the dollar amount of the withholding, set off or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set off or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (e) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Prompt Payment clause of this contract.
- (f) Notwithstanding the provisions of FAR 52.232-25 (a)(4), the Government is not limited to the seven (7) day notification to the Contractor of a defective invoice.
- (g) The Government acknowledges and agrees that the Contractor may finance its performance under this contract by selling accounts receivable arising under the contract to an affiliate of the contractor organized solely for the purpose of assisting in the financing of the Contractor's performance under the contract. Such affiliate may further sell and/or otherwise grant a security interest in such receivables to an ultimate financing source or sources or an agent or trustee acting on behalf of an ultimate financing source or sources, such further sale and/or grant of a security interest being solely for the purpose of completing the financing of the Contractor's performance of the work under the contract. The ultimate financing source or sources would provide funds to the affiliate solely for the purpose of financing the affiliate's purchasing said accounts receivable from the Contractor, thereby providing the funding to the contractor to perform the work under the contract. The Government consents to the financing arrangement described above.

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PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS

H.1.01 Project Control System Requirements

- (a) In the performance of this contract, the Contractor shall establish, maintain and use a project control system meeting the requirements specified in the contract, in the following paragraphs titled “Baseline Development,” “Project Performance,” and “Baseline Change Management” of this Section H.1, and any other system requirements defined by the Contracting Officer. Contractor may use a pre-existing project control system if such system satisfactorily addresses the system requirements defined below.
- (b) The project control system must also meet the requirements of the following DOE guidance:
 - (1) DOE Order 430.1A, Life-Cycle Asset Management (LCAM), October 14, 1998;
 - (2) Integrated Planning, Accountability, and Budgeting System – Information Systems (IPABS-IS) Data Requirements, December 18, 1998;
 - (3) Integrated Planning, Accountability, and Budgeting System (IPABS) Handbook, February 16, 1999; and
 - (4) HQ Baseline Change Control Charter, Office of Environmental Management, Rev. 0, June 23, 1999.
- (c) The Contractor shall provide the Contracting Officer with a detailed written description of the proposed project control system for review and approval within 30 days after award of the contract. Cost effective, graded application of controls will be a critical factor in determining acceptability of the proposed system.
- (d) The Contracting Officer or designated representatives will conduct a compliance review of the Contractor’s proposed project control system to determine if the description and procedures meet the intent of this contract clause, “H.1, Project Control Systems and Reporting Requirements.” The Contracting Officer will use the following two references as the main tools to evaluate the Contractor’s project control system:
 - (1) DOE/PR-036, Project Control System Guidelines Implementation Reference Manual, Interim, December 1992; and
 - (2) A Guide to the Project Management Book of Knowledge, Project Management Institute, 1996.

Upon system approval by the Contracting Officer, the Contractor shall fully implement the project control system. The Contractor shall not make any significant changes to the approved system without the prior written approval of the Contracting Officer. The Contracting Officer may direct additional compliance reviews after contract award to determine whether the Contractor is operating the project control system efficiently and producing accurate planning, budgeting, reporting and change control data.

- (e) The Contractor shall provide the Contracting Officer or designated representatives with access to all pertinent records, data, and plans for purposes of initial approval, approval of proposed changes, and the ongoing operation of the project control system.

H1.02 Baseline Development

(a) Technical Baseline and Work Scope Definition

- (1) **Work Breakdown Structure.** The Work Breakdown Structure (WBS) shall provide the basis for all project control system components, including estimating, scheduling, budgeting, performing, managing, and reporting, as required under this contract.
- (2) **Technical Baseline.** The approved project technical baseline shall be established and maintained in a manner that ensures it can be used to further define and accomplish work, performance can be objectively measured, and its configuration is controlled and changes managed by formal processes. The cost account (currently Work Authorization Documents or WADs) is the fundamental grouping of work at which the Contracting Officer will receive routine status reports, evaluate and measure project performance, and exercise change control authority. Cost accounts will be summarized into nine Project Baseline Descriptions.

(b) Roles and Responsibilities

- (1) **Organizational Breakdown Structure.** The manager responsible for each cost account within the WBS shall be identified. The functional and technical scope responsibilities, limits of authority, and key interface points for each cost account manager will also be included.
- (2) **Indirect Costs.** Person(s) with responsibility and authority for managing and controlling indirect costs shall be identified at a level consistent with the other cost accounts.
- (3) **Cost Account Manager Responsibilities.** A cost account shall be assigned to a manager with responsibility and authority to plan and budget the work, and control the resources and work activities within the approved technical, schedule, and cost baselines. The Cost Account Manager is also responsible to report status to allow complete project rollup of technical, schedule, and cost performance for current period, cumulative to-date, and at-completion.

(c) Cost Estimating

- (1) **Estimating Methodologies.** Estimates shall be integrated with the WBS and use estimating methodologies that are consistent with DOE Order 5700.2D, Cost Estimating Analysis and Standardization.
- (2) **Estimate Preparation.** Estimates shall be prepared consistent with the established project baseline and can be identified by each WBS element, or rolled up to cost account, Project Baseline Description (PBD), or total closure project level. The control system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at Completion (EAC).

(d) Planning and Scheduling Baseline

- (1) **Planning Constraints.** A planning process shall be established and maintained throughout the project life that identifies programmatic, operational, legislative, institutional, and other requirements, constraints, and assumptions that may affect technical, schedule, and cost baselines. Potential impacts are identified and considered in managing baselines through contingency planning and management.
- (2) **Project Risk Management.** The Risk Management Plan shall be developed that identifies the various internal and external risks to achieving the project baseline. The Risk Management Plan will analyze possible alternatives to mitigate impacts, select and definitize specific alternatives including cost and implementation schedules for each alternative, and provide for routine reporting and updating of the Plan at least quarterly.
- (3) **Schedule Development.** Schedules shall be developed that integrate with the WBS and cost estimates and represent all project work scope regardless of funding source. Certain non-project level of effort work scope may be excluded. Each activity will have assigned duration representing work scope accomplishment. Activity logic links shall depict all

work scope constraints and decision points and shall be integrated into a total project network schedule. Work scope critical path network schedules are required for the total project and each PBD and in all cost accounts which exceed \$5 million in life-cycle cost.

- (4) Schedule Baseline. The project schedule shall clearly depict critical path activities and milestones from which actual performance for activities and milestones can be compared, and from which performance forecasts can be derived. Activities shall be resource loaded at one level below the cost account or lower to develop time-phased budgets that are integrated with the schedule.
 - (5) Intermediate Schedules. The project schedule shall be developed in a manner that allows extraction of intermediate and detail level schedules, for individual Project Baseline Descriptions and individual cost accounts. Milestones shall be identified and maintained as part of the schedules.
- (e) **Cost**
- (1) Cost Accounts. A cost account structure shall be developed that is integrated with the WBS and facilitates collection of cost by functional organization and cost element. All work scope for the cost account shall be identified and a budget for that work developed. Budget projections shall be time-phased consistent with the schedule and anticipated resources, and shall be reconcilable with the cost estimate.
 - (2) Total Value of Accounts. All work shall be represented in cost accounts and the sum of the cost account budgets, plus contingency and management reserve and fee, equals the baseline value. The baseline will separately identify the following individual budget elements:
 - a) Direct budget – developed at Work Package level, identified at cost account level
 - b) Indirect budget – same as direct budget for indirect accounts
 - c) Management Reserve budget – identified at total closure project level
 - d) Cost Contingency – developed at cost account level, but summarized at PBD level
 - e) Fee – developed based on adjusted target cost, identified at baseline summary level
 - (3) Managing Cost Accounts. A practical and effective method for controlling and measuring performance of the cost accounts shall be used, that is verifiable and consistent with schedule performance management. The Contractor shall exercise specific control and decision authority at the cost account level or lower. Indirect budgets, management reserve, and cost contingency will be included in the cost account management system.

H 1.03 Project Performance
(a) **Funds Management**

- (1) Funding Limits. Project commitment and expenditures shall not exceed funding limits as approved by the Contracting Officer. Funding controls as established in the Contractor's control system shall provide early warning before funding limits are exceeded.
- (2) Funding Changes. The Contractor shall analyze DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baseline. Baseline changes to adjust for significant funding changes may be proposed consistent with Change Control procedures.
- (3) Funding Reconciliation. An ability to reconcile forecasted funding requirements with estimated costs to execute remaining project work shall be maintained on a monthly basis by cost account. Analysis of the variance between currently authorized funds and estimated costs to complete shall be used by the Contractor to make adjustments to budgets or release contingency funds to Cost Account Managers as appropriate.

(b) Accounting

- (1) Recording Costs. All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Cost assignments shall be made in accordance with an established and auditable system that conforms to Generally Accepted Government Accounting Standards and Cost Accounting Standards. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs and contingency costs shall also be collected and appropriately allocated to the project.
- (2) Collecting Costs. Costs shall be collected at a Work Package level or lower and able to be summed through the WBS, cost account, PBD, or by major Contractor functional organizations. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner. Cost Account Managers shall be provided appropriate reports and information to analyze monthly charges and are held responsible for the validity of charges to their cost account.

(c) Work Authorization

- (1) Work Authorization. Approval of this Contract provides authorization for the Contractor to complete the full scope of work in the Contract. Any Contractor requested changes or DOE directed changes shall be addressed through the established Change Control process.
- (2) Contract Funding. The Closure Project Baseline with any approved revisions shall provide the basis for annual authorization of funds to the Contractor for each fiscal year. The Manager of the Rocky Flats Field Office will under normal conditions obligate to the contract the total annual project funding at the start of the fiscal year. Contract funding under this contract shall be subject to the administrative controls as described below:

Annual Work Analysis. Prior to the release of funds for each fiscal year, the DOE will analyze the technical, schedule, and cost baseline for that upcoming fiscal year. By May 31st each year the DOE will provide an estimate of any budget restrictions, or specific technical or schedule guidance for the upcoming fiscal years through the remainder of the project. The Contractor shall prepare a project performance forecast for all upcoming fiscal years from the approved total Closure Project Baseline and the DOE guidance. By July 31st each year the Contractor shall submit to the Contracting Officer or designee a comprehensive analysis of total project status, including impacts to technical, schedule, and cost elements of the Closure Project Baseline and the projected budget allocations to cost accounts with a focus to activities described in the baseline for the upcoming fiscal year. This deliverable is known as the Annual Work Analysis (AWA), as derived from the life-cycle project baseline. Variations from the life-cycle project baseline described in the AWA, which exceed established thresholds, shall be addressed through established Change Control procedures and if necessary, incorporated into the contract by modification.

- (3) Resolving Conflicts. In the event there is a conflict between the requirements of this clause and the referenced DOE Orders and guidance, the Contractor shall obtain guidance from the DOE Contracting Officer.
- (4) Responsibility to Achieve Environmental, Safety and Health Compliance. It is the intention of the Government that all work performed by the Contractor be conducted in a manner that protects the environment, the health and safety of employees, and the public. Notwithstanding the other provisions of this clause, the Contractor has, in the event of an emergency, authority to authorize corrective actions as may be necessary to sustain

operations in a manner consistent with applicable environmental, safety and health statutes, regulations, and procedures. The Contracting Officer shall be notified in writing within 24 hours of any Contractor action taken pursuant to this provision.

(d) Performance Analysis

- (1) Project Performance. Differences between planned and actual performance, shall be analyzed and reviewed monthly against the total project baseline and the Target Cost and Target Schedule for the current fiscal year portion of the total project. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods at the cost account or lower levels of the WBS and shall be reported to DOE at the PBD level. Objective measures are preferred for measurement of all technical work scope. For variances between planned and actual that exceed thresholds established by the Contracting Officer, the analysis shall describe the causes for variance, impact on other cost accounts, and corrective action required.
- (2) Project Risk and Contingency Management. The risk from project and program factors that may affect the technical, schedule, or cost aspects shall be included in the development of the project baseline. Changes in the nature of these risks due to evolving social, political, organizational, environmental or other factors shall be analyzed quarterly, and resulting impacts to the project baseline evaluated. Risk plans shall be adjusted and risk management actions taken as appropriate, including performance improvements, reallocation of budgets to cost accounts, release of contingency funds, or baseline change proposals submitted if thresholds are exceeded.
- (3) Estimate at Completion. Quarterly the Estimate at Completion (EAC) for the total project shall be reviewed and evaluated for consistency with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.

(e) Reporting

- (1) Periodic Plans and Reports. The Contractor shall submit periodic plans and reports in such form and substance as required by the Contracting Officer. These periodic plans and reports shall address general management, schedule/labor/cost, performance measurement, financial incentives, and other technical information relating to performance under the Contract. Section J, Attachment F (Reporting Requirements Checklist) provides specific information regarding the required plans and reports, frequency, due dates, reporting levels, distribution, and thresholds which apply. Where specific forms are required for individual plans and reports, the Contracting Officer shall provide such forms to the Contractor.
- (2) Quarterly Critical Analysis (QCA). Once each quarter the Contractor shall prepare and submit a comprehensive report which critically analyzes the overall status of the closure project as well as many key metrics. This report shall include overall narrative summaries, analysis of schedule trends and projects float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk and contingency plan updates. Reporting elements required for the QCA are indicated on the Section J, Attachment F (reporting Requirements Checklist). Each QCA will be signed by the top executive for the Contractor to revalidate the Contractor's commitment and accountability for the project performance.
- (3) Report Consistency. Plans and reports shall be prepared in such a manner as to provide for consistency with the contract Statement of Work, the project baseline, the approved Work Breakdown Structure, and correlation of data among the various plans and reports. The reporting system established and maintained by the Contractor pursuant to this clause shall recognize changes in work effort directed by the Contracting Officer. The Contractor's reporting system shall be able to provide for the following at the PBD level:

- 1) Timely incorporation of contractual changes affecting estimated cost and schedule;
 - 2) Reconciliation of estimated costs for those elements of the WBS or discrete cost accounts with current performance measurement budgets in terms changes to the authorized work and internal replanning;
 - 3) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments;
 - 4) Revisions to the Contract's estimated costs for Government-directed changes to the contractual effort.
- (4) Full Access. The Contractor shall provide the Contracting Officer, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. Generally access will not be requested more than one level below the level chosen by the DOE for control and approval authority (PBD), except during compliance reviews.
- (5) Flow-Down of Reporting. The Contractor shall include graded reporting requirements in all subcontracts adequate to fairly evaluate performance. The full requirements of this clause shall be in all cost-reimbursement type contracts when:
- 1) The value of the subcontract is greater than \$12.5 million per year, unless specifically waived by the Contracting Officer; or,
 - 2) The Contracting Officer determines that the contract/subcontract effort is, or involves, a critical task related to the contract.

H.1.04 Baseline Change Management

- (a) Baseline Changes. The baseline (which shall be defined for all purposes notwithstanding any other language in this contract as the Rocky Flats Closure Project Baseline) is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented. Baseline changes shall be proposed when:
- (1) Necessitated by significant project delays, events or other impacts; or
 - (2) The parties have negotiated an equitable adjustment in accordance with Clause, I.75 entitled "Changes – Cost Reimbursement" or other clauses of this contract.
- (b) Baseline Thresholds. Provided that the change does not affect Target Cost and Target Schedule, the baseline change control thresholds for technical, schedule, and cost changes shall be the lesser of the following:
- | | |
|------------------------|---|
| DOE Headquarters Level | \$40,000,000 or 20% of the PBD costs on an annual basis |
| RFFO Level | \$20,000,000 or 10% of the PBD costs on an annual basis |
| Contractor Level | Up to the RFFO level |
- (c) Spending at Variance. In some circumstances the Contractor may exceed authorized budget levels for a specific cost account when a baseline change is not warranted, such as for cost overruns. The change control system shall track, manage, and provide for approval of changes in funding level as a separate but integrated part of the overall change control process. Change control records shall maintain clear distinction between approved changes in funding and baseline changes.

- (d) Change Control Processing. Change proposals shall be initiated and processed in a timely fashion consistent with the requirements of this contract. Specific change control time frames for consideration and approval will be established by the Contracting Officer. Each change control threshold level shall accommodate emergency changes. A record of all approved changes, at any level, shall be maintained through the life of the project.
- (e) A baseline update to the Rocky Flats Closure Baseline, revision 3a and the Contractor's system of earned value will be submitted on June 30, 2000, and will include the following features:
- Will incorporate the Statement of Work and the terms and conditions of this contract
 - Will include baseline changes agreed to through June 30, 2000
 - Will align project costs (budgeted cost of work scheduled plus contingency) and the expected conditional incentive fee with the annual funding level anticipated for this contract
 - Will address Ernst and Young findings on the review of Revision 3a
 - Will be developed at the same or lower level of detail as Revision 3a

The Contractor shall have the right to implement the revised baseline and its system of earned value following submittal of the baseline, subject to adjustments agreed between the parties.

- (f) Target Cost and Schedule Adjustments. Any changes to target cost, target fee, target date or target schedule incentive fee shall be executed only by a contract modification pursuant to the contract terms and conditions. Baseline changes will not imply the need for a contract modification.

H.2 TECHNICAL DIRECTION

- (a) In addition to those functions specifically reserved throughout this contract for the Contracting Officer, the Contracting Officer shall be the sole authority within the RFFO for establishment of Performance Baseline Descriptions (PBDs), establishment of work priorities, and directing work requiring the expenditure of funds which have been obligated for performance of this contract.
- (b) Certain actions that require the formal signature of a Contracting Officer may be officially delegated in writing to Contracting Officer's Representatives (CORs). For the purpose of this clause, a COR is an individual designated by the Contracting Officer to act as an authorized representative for such functions as technical monitoring, inspection, and other functions of a technical nature not involving a change in the scope, cost, terms or conditions of the contract. Copies of any such delegations relating to this contract will be provided to the Contractor. The Contractor shall comply with direction provided by the COR. The following positions are identified as having COR authority:

Paul Golan, the Deputy Manager, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; performance measure development and validation; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management;

Mell Roy, Chief Counsel, authority for litigation management activities, invoice reviews and approvals/disapprovals, and the administration of the DOE Office of General Counsel Legal Services and Litigation Management Policies and Procedures

Mary Ann Tinney, acting Field Chief Financial Officer, authority for budget formulation and budget execution activities, finance and accounting activities, audit and audit-related activities, financial compliance activities, and invoice reviews;

Mary O. Hammack, Closure Project Communications, authority for Freedom of Information Act requests;

Michael Weis, Assistant Manager for Field and Performance Assessment, serving as the Deputy Manager's alternate COR, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; performance measure development and validation; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management; and

Joe Legare, Assistant Manager for Environment and Infrastructure, serving as the Deputy Manager's alternate COR, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; performance measure development and validation; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management.

In addition to the above CORs, the Rocky Flats Field Office Manager has full contracting authority in his/her capacity of Head of the Contracting Activity. This authority is assumed by any individual he/she designates to act as the Manager in his/her absence, when that designee is acting within the limits of the Manager's delegation of authority. Persons with written delegation of authority to act for the above CORs on a temporary basis may sign authorizations within the CORs' authority.

Also, DOE personnel designated as Facility Representatives provide technical oversight of operations to help line management assure that the facilities are operated in a safe, healthful, and environmentally acceptable manner in accordance with DOE Directives and other requirements. As such, they have Stop Work and Shutdown Authorization Authority.

- (c) The performance of work by the Contractor, in compliance with the Project Control System and PBDs, shall be subject to technical direction from the CORs as follows:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis within a work area or a PBD, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of reports, drawings, specifications, and information to be delivered by the Contractor to the Government under the contract.
 - (4) Monitoring compliance with applicable Environment, Safety and Health provisions and DOE Rules and Orders.
- (d) The Contractor shall only accept technical direction if provided in writing and if within the provisions of the contract and the scope of the closure project baseline. Technical direction shall not (1) authorize the Contractor to exceed the total funds obligated on the contract; (2) entitle the Contractor to any increase in the total amount of fee set forth in the contract; (3) change any of the express terms or conditions of the contract; or, (4) interfere with the Contractor's rights under the terms and conditions of the contract.
- (e) The Contractor shall proceed promptly with the performance required by duly issued written technical directions. If, in the opinion of the Contractor, any technical direction violates the prohibitions set forth in paragraph (d) of this clause, the Contractor shall not proceed but shall promptly orally notify the Contracting Officer of the direction and reason(s) the direction violates the provisions of this clause. The Contractor shall confirm this notification in writing within five (5) workdays from receipt of DOE's written direction. The Contracting Officer shall render a decision on whether or not the technical direction is or is not within the Statement of Work of the contract and whether or not a change order will be issued pursuant to the clause entitled, "Changes." This decision shall be issued and/or confirmed in writing, and the Contractor shall promptly comply with the DOE's direction.
- (f) A failure of the Contractor and DOE to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provision of the clause entitled, "Disputes (Alternate I)" (FAR 52.233-1).

H.3 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, the individual or group that identified the imminent hazard situation should immediately take actions to eliminate or

- mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect DOE facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group that identified the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating actions should subsequently be coordinated with the DOE Field Office Manager and Contractor management. The suspension or stop work order should be promptly confirmed in writing from the Contracting Officer.
- (b) In the event of a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown. However, the recommendation must be coordinated with Contractor management, and the responsible Field Office Manager. Any written direction to suspend operation should be issued by the Contracting Officer.
 - (c) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the Facility Safety Envelope is a condition, situation or proposed activity which, if not terminated could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic/Hazardous Chemical Exposure.
 - (d) DOE personnel designated as Facility Representatives provide technical oversight of operations to help line management assure that the facilities are operated in a safe, healthful, and environmentally acceptable manner. As such, they have Stop Work and Shutdown Authority.

H.4 AUTHORIZATION AGREEMENT

- (a) The purpose of this clause is to 1) formalize the Contractor's and the DOE's utilization of Authorization Agreements substantially in the format of Authorization Agreement Nos. RFETS-006 (Building 559) and RFETS-013 (750/904 Pads) both of which can be found in Section J, Attachment G of this Contract; and 2) establish the process for development and administration of Authorization Agreements.
- (b) The Contractor and the DOE will periodically negotiate separate Authorization Agreements for designated Site facilities and activities. Each Authorization Agreement will identify the Authorization Basis, which includes the DOE approved facility or activity safety basis and contains a control set, that when fully implemented, will support the safe performance of work on Site. An Authorization Basis may be changed to update a facility or activity's safety basis in accordance with Site procedures. The current authorization basis for Site facilities and activities is reflected in the Authorization Basis Document List.
- (c) Authorization Agreement(s) will be signed by the Contracting Officer and the Contractor's President. The effective date for each current and future Authorization Agreement will be the date of the signature of the party last to sign the Authorization Agreement, and on this date it will be considered incorporated into this Contract by reference. Some Authorization Agreements will contain the date by which the Authorization Basis in the Authorization Agreement must be completely implemented if not already implemented at the time of the signature of the party last to sign the Authorization Agreement.
- (d) Except for changes made to an Authorization Basis, under the procedures referred to in subparagraph (c) above, an Authorization Agreement may only be changed bilaterally in writing

by the Contracting Officer and the Contractor's President. Changes to an Authorization Agreement shall be considered incorporated into this Contract by reference.

H.5 PERFORMANCE GUARANTEE AGREEMENT

The Contractor's Guarantor organizations have provided a Performance Guarantee Agreement in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor will be satisfactorily fulfilled. The Performance Guarantee Agreement is attached to and made a part of this contract in Section J, Attachment A.

H.6 ROCKY FLATS CLEANUP AGREEMENT

The Rocky Flats Cleanup Agreement (RFCA), as of October 1, 1999, is the legally binding agreement between the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Colorado Department of Public Health (CDPHE) to accomplish the required cleanup of radioactive and other hazardous substances contamination at and from the Rocky Flats Environmental Technology Site (RFETS). The Contractor agrees to plan and perform the work under this contract consistent with the implementation of the RFCA requirements and milestones.

H.7 ASSIGNMENT OF SUBCONTRACTS

The Government reserves the right to direct the Contractor to assign to the Government or another contractor any subcontract awarded under this contract.

H.8 INTERNAL AUDIT

The Contractor agrees to conduct internal audits and examinations, satisfactory to DOE, of records, operations, expenses, and transactions with respect to costs claimed to be allowable under this contract. The Contractor shall submit, for the approval of the Contracting Officer, an audit plan for internal audits of the Contractor and for audits of prime onsite, cost type subcontractors. The official audit report(s), including the working papers (as required), shall be submitted or made available to the Contracting Officer or his/her designee. This clause does not supersede the Government's right to perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost.

H.9 RESPONSIBILITIES FOR OPERATION/ TERMINATION OF BENEFITS SYSTEMS

- (a) During the final six months of this contract, the Contracting Officer shall provide written direction to the Contractor regarding certain post-employment employee benefits systems, such as pension systems, post-retirement medical insurance, post-retirement life insurance.
- (b) The Contracting Officer may direct any of a number of potential means of addressing the continuing responsibilities for these systems. The direction will identify the potential means of addressing such responsibilities that may include, but are not limited to: termination of the plans in accordance with relevant laws and regulations, continuation of the plans on a "pay-as-you-go" basis under a separate contract with the Contractor, or transfer of plan responsibilities to another contractor or a third party. The selection among these options is at the sole discretion of the Contracting Officer. The Contractor will implement the option as directed by the Contracting Officer.
- (c) To the extent that the Contractor incurs costs under this contract in implementing the Contracting Officer direction, the Contractor's allowable costs will be reimbursed according to the Allowable Cost and Payment provisions of this contract.

H.10 LITIGATION SUPPORT AND LITIGATION MANAGEMENT PLAN

- (a) The Contractor shall prepare a Litigation Management Plan, in accordance with the requirements set forth in the Department of Energy Office of General Counsel Legal Services and Litigation Management Policies and Procedures that shall be submitted to the Contracting Officer for approval within 60 days of contract award. The plan shall include procedures to manage both the costs and substantive aspects of litigation, and shall address and apply to subcontractor litigation the costs of which will be reimbursable as a direct cost. The plan should be consistent with the DOE policy favoring Alternative Dispute Resolution (ADR) techniques where appropriate and beneficial to the Government. The plan will be revised from time to time to conform to litigation management and ADR policies established by DOE.
- (b) The Contractor may, with the prior written authorization of the Contracting Officer or the Contracting Officer's Representative, and shall, upon the request of the Government, initiate litigation against third parties including proceedings before administrative agencies, in connection with this contract. Unless otherwise directed by the Contracting Officer or the Contracting Officer's Representative in writing, the Contractor shall furnish, immediately, to the Contracting Officer's Representative, copies of all filings and papers received by the Contractor with respect to such action. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer or the Contracting Officer's Representative, and in accordance with the DOE-approved Contractor litigation management plan (including case management and cost guidelines) and as set forth in the DOE Office of General Counsel Legal Services and Litigation Management Policies and Procedures, as such procedures may be revised from time to time, and if not otherwise made unallowable in this contract.
- (c) The Contractor shall give the Contracting Officer and the Contracting Officer's Representative immediate notice in writing of any action, including any proceeding before any administrative agency, filed against the Contractor arising out of the performance of this contract. Except as otherwise directed by the Contracting Officer or the Contracting Officer's Representative in writing, the Contractor shall furnish, immediately, to the Contracting Officer's Representative, copies of all filings and papers received by the Contractor with respect to such action. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer or the Contracting Officer's Representative and in accordance with the DOE-approved Contractor litigation management plan (including case management and cost guidelines) and as set forth in the DOE Office of General Counsel Legal Services and Litigation Management Policies and Procedures, as such procedures may be revised from time to time, and if not otherwise made unallowable in this contract.
- (d) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall:
 - (1) Immediately notify the Contracting Officer and Contracting Officer's Representative and promptly furnish copies of all filings and papers received;
 - (2) Authorize Government representatives to collaborate with (i) in-house or approved outside counsel in settling or defending the claim, or (ii) counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and,
 - (3) Authorize Government representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation if required by the Department when the liability is not insured or covered by bond. In any action against more than one Department Contractor, the Department may require the Contractor to be represented by

common counsel. Counsel for the Contractor may, at the Contractor's expense, be associated with the Department representatives in any such claim or litigation.

- (e) The term "filings and papers" as used in paragraph H.10 includes any document (draft or final) related to an anticipated or instant case, pending legal proceeding (judicial or administrative) involving contractor or subcontractor litigation the costs of which will be reimbursable as a direct cost.
- (f) The Contractor and its subcontractors shall provide litigation support to the Government when requested by the Contracting Officer or Contracting Officer's Representative in cases of actual or threatened litigation, regulatory matters, or third-party claims and subject to applicable rules and regulations. Litigation support includes, but is not limited to case preparation assistance, document retrieval, review and reproduction, witness preparation and testimony, expert witness testimony, and assisting Government counsel as necessary in response to discovery or other information related activities responsive to any legal proceeding.

H.11 KEY PERSONNEL

- (a) The Contractor shall submit for DOE approval a list of key personnel within 30 days of contract award. The personnel specified in the submittal are considered to be essential to the work being performed on this contract. Prior to diverting to other positions or substituting any of the specified individuals, the Contractor shall notify the Contracting Officer in writing at least 30 days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit Rocky Flats Field Office evaluation of the impact on the Site Closure Project. No diversion or substitution shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion or substitution, and such ratification shall constitute the consent of the Contracting Officer required by this clause. Under no circumstances will a key personnel position remain unfilled, acting replacements aside, for more than four months. Failure to adhere to this provision may be classified as a Category 3 event.
- (b) Key Personnel are those positions identified by the Contractor and approved by DOE in accordance with subparagraph (a) above. Reimbursement of severance payments made to Key Personnel will be consistent with that for non-Key Personnel.

H.12 CONTRACTOR SELF-PERFORMANCE

The Contractor is expected to provide project management and planning for the Project while subcontracting the preponderance of the work to specialized subcontractors. It is the goal of the parties that at least 80 percent of the work (as measured by contract cost) be subcontracted. Before deciding to perform any of the remediation, waste management, environmental restoration, decontamination, demolition, or site support services with its own forces, the Contractor shall provide a detailed make-or-buy analysis for review and approval by the Contracting Officer. The make-or-buy analysis, as described in FAR 15.407-2 must be provided no later than 15 days in advance of any self-performance.

H.13 PATENT INDEMNITY SUBCONTRACTS

Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of U.S. Letters Patent (except Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) from the Contractor's subcontractors for any contract work subcontracted on the terms and in accordance with the

Federal Acquisition Regulations as may be supplemented by the Department of Energy Acquisition Regulations.

H.14 AUTHORIZATION AND CONSENT IN COPYRIGHT

In the case of suit or potential suit in copyright infringement, the Contractor may request authorization and consent in copyright from DOE. Programmatic necessity shall be a major consideration in grant of authorization and consent.

H.15 ROYALTY INFORMATION DURING TERM OF CONTRACT

- (a) Cost of charges for royalties. If any royalty payments are directly involved in the contract or will be charged to the Government as costs under the contract, the Contractor agrees to report to the Contracting Officer the following information relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.
 - (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer, the Contractor shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents of other basis upon which the royalty is payable.
- (c) The Contractor shall follow the procedures of 48 CFR 27.204 and 48 CFR 927.206 in all subcontracting.

H.16 ALTERNATE DISPUTE RESOLUTION

The DOE and Contractor both recognize that methods for fair and efficient dispute resolution are essential to the successful completion of the closure of the Rocky Flats site by the Target Date and for the Target Cost identified in Section B of this contract. To facilitate the prevention and early resolution of disputes, the parties agree to the following alternative dispute resolution (ADR) provisions:

- (a) Dispute Avoidance
- (1) The Government and Contractor agree to participate in a partnering workshop, to be conducted by an experienced professional, jointly agreed upon by the parties, within 30 days after execution of the contract.
 - (2) The parties also agree to jointly select a "standing neutral" to be available to help resolve disputes as soon as they arise. This can be an individual or a company with specific

expertise in this area. If a neutral cannot be agreed upon, the DOE Office of Dispute Resolution will assist the parties in this selection. The specific ADR process(es) and procedures, as well as the selection of the "standing neutral" will be determined at the partnering workshop.

(b) Early Resolution of Disputes

- (1) The Government and Contractor shall use their best efforts to informally resolve any dispute, claim, question or disagreement, by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If an agreement cannot be reached through informal negotiations, then such disagreement shall be referred to the "standing neutral," pursuant to the procedures jointly developed in the partnering workshop.
- (2) If the neutral offers a non-binding advisory opinion, it shall not be admissible in evidence in any subsequent proceeding. All costs incurred by the Contractor in connection with the "standing neutral" shall, if reasonable, be an allowable cost reimbursable under this contract.

- (c) Formal Complaint. If the dispute has not been resolved through the "standing neutral" process, either party may request ADR under the Disputes Clause of the contract.

H.17 CONTRACT TRANSITION

- (a) The Contractor and the DOE agree that Contractor work completed prior to the effective date of this contract, and any liabilities associated with that work shall be governed by the terms and conditions of Contract Number DE-AC34-94RF00825 ("previous contract"). Any performance measure fee payable for incremental work completed under the previous contract up to effective date of this contract shall be paid in accordance with the terms of the previous contract. For work completed during the previous contract (number DE-AC34-94RF00825), the Contractor shall be entitled to submit completion reports after the conclusion of that contract. Further, the DOE and the Contractor mutually agree to release and give up all unresolved claims, and claims by the DOE as set forth on the listing of claims included as Attachment I in Section J. Nothing in this subparagraph shall alter the obligations of the parties to close out the previous contract in accordance with its terms.
- (b) The contract terms and conditions of this contract including those relating to the payment of fee shall govern the execution of work beginning after the start date set forth in Clause F.2. The terms and conditions governing the performance of work under contract DE-AC-34-95RF00825 shall cease to be operative irrespective of the completion date of that contract.

H.18 EVALUATION OF SUBCONTRACTORS

The DOE and Contractor are committed to zero accidents at the RFETS. To that end, the Contractor will evaluate all site subcontractors to ensure that they have an acceptable environment, safety and health (ES&H) program, a program which contains the following values:

- Compliant with applicable local, state and federal regulatory requirements.
- Employees are properly trained and equipped to perform their assigned work. The Company has an established orientation program for new hires.
- Policies and procedures are in place to eliminate accidents, injuries/illnesses, and damage to property and equipment.
- ES&H records are adequately and properly maintained.

- Accidents/incidents are investigated promptly and required reports are generated. If the investigation discovers inadequacies in either the work process or the policies and procedures, the appropriate processes are put in place to avert the accident/incident in the future and personnel are provided proper training.
- Hazards are identified and appropriate measures are taken to ensure that personnel and equipment are adequately protected as a result of identified hazards.
- Employees have the right to report unsafe conditions and to interrupt or stop work without fear of reprisal.
- The frequency of ES&H meetings with employees to discuss the work to be performed and the hazards associated with the work is based upon the scope of work and commensurate with the work hazards.
- ES&H inspections/audits are conducted to evaluate effectiveness of the program.
- The Company has an average Experience Modification Rate (EMR), Occupational Safety and Health Administration (OSHA) Recordable, and Lost Workday case rate(s) of (1.0, 3.2, and 0.64), respectively, or less, for the previous three (3) years and shows an improving trend in safety performance.
- The Company has an established written Hazard Communication Program and a system within the program to maintain Material Safety Data Sheets (MSDS).
- The Company has had no willful citations from OSHA or other regulatory organizations during the previous three (3) years.
- The Company has received no citations, other than those determined to be minor violations, or fines for Price-Anderson Amendments Act (PAAA) non-compliances during the previous three (3) years.
- The Company has received no fines for Nuclear Regulatory Commission non-compliances during the previous three (3) years.

H.19 EMPLOYEE PERFORMANCE INCENTIVES AND REWARD AND RECOGNITION

The Contractor and its subcontractors may establish monetary incentive programs to motivate and recognize employees and improve performance. Such awards will be based on a combination of individual and company performance aligned to achievement of closure mission objectives. The annual cost of such programs will be an allowable cost to the Contractor upon Contracting Officer approval of the overall program as required by DOE Orders. However, the cost to DOE will not exceed four percent (4%) of annual gross payroll for any given year.

H.20 LABOR DISPUTES AND WHISTLEBLOWER ACTIONS

- (a) Labor settlement costs (awards) can arise from judicial orders, negotiated agreements, arbitration, or an order from a Federal agency or board. The awards generally involve a violation in one of the following areas:
 - (1) Equal Employment Opportunity (EEO) laws,
 - (2) Union agreements,
 - (3) Federal labor laws, and
 - (4) Whistleblower protection laws.
- (b) An award or settlement can cover compensatory damages, or underpayment for work performed. Reimbursement for a complainant employee's legal counsel may also be covered by an award or settlement.
- (c) The allowability of these costs should be determined on a case-by-case basis after considering the relevant terms of the contract and the surrounding circumstances; i.e., looking behind the settlement and considering the causes. If the dispute resulted from actions that would be taken by a prudent business person (FAR 31.201-3 and 48 CFR (DEAR) 970.3101-3), the costs would be allowable. However, if the dispute was occasioned by contractor actions which are unreasonable or were found by the agency or board ruling on the dispute to be caused by unlawful, negligent or other malicious conduct, the costs would be unallowable.
- (d) The allocability of these costs must also be reviewed (FAR 31.201-4 and 48 CFR (DEAR) 970.3101-3). In some circumstances an award may not impact direct costs, but may be determined to be an allowable indirect cost.
- (e) Litigation costs incurred as part of labor settlements shall be differentiated and accounted for so as to be separately identifiable. If a contracting officer provisionally disallows such costs, the contractor may not use funds advanced by DOE to finance litigation costs connected with the defense of a labor dispute or whistleblower action.
- (f) Settlement and litigation costs associated with actions resolved prior to an adverse determination or finding against a contractor through judicial action or an agency board will, depending on the circumstances and facts of each case, generally be allowable, if consistent with paragraph (c) of this section. Litigation costs associated with an adverse determination against the contractor require a higher level of scrutiny before a determination of allowability can be made.

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PART I – THE SCHEDULE

SECTION I

GENERAL CONTRACT REQUIREMENTS

ATTACHMENT A

Clause #	FAR Reference	Title	Fill-In Information (See FAR 52.104(d))
I. 1	FAR 52.202-1	Definitions (OCT 1995)	None
I. 2	FAR 52.203-3	Gratuities (APR 1984)	None
I. 3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)	None
I. 4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)	None
I. 5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)	None
I. 6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	None
I. 7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)	None
I. 8	FAR 52.203-12	Limitation on Payments to Influence certain Federal Transactions (JUN 1997)	None
I. 9	FAR 52.204-1	Approval of Contract (DEC 1989)	Procurement Executive, Department of Energy
I. 10	FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)	None
I. 11	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUL 1995)	None
I. 12	FAR 52.215-2	Audit and Records -- Negotiation (JUN 1999)	None
I. 13	FAR 52.215-8	Order of Precedence -- Uniform Contract Format (OCT 1997)	None
I. 14	FAR 52.215-9	Changes or Additions to Make or Buy Program (OCT 1997)	None
I. 15	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997)	None
I. 16	FAR 52.215-12	Subcontractor Cost or Pricing Data (Oct 1997)	None
I. 17	FAR 52.215-13	Subcontractor Cost or Pricing Data--Modifications (Oct 1997)	None
I. 18	FAR 52.215-15	Termination of Defined Benefit Pension Plans (OCT 1997)	None
I. 19	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)	None
I. 20	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (OCT 1997)	None
I. 21	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	None
I. 22	FAR 52.216-7	Allowable Cost and Payment (APR 1998)	None

I. 23	FAR 52.216-10	Incentive Fee (MAR 1997)	..(e) Fee payable. (1) The fee payable under this contract shall be every dollar that the total allowable cost is less than \$3,963,000,000; if the total allowable cost exceeds \$4,163,000,000, the fee payable shall be the Target Fee. If the total allowable cost exceeds \$4,163,000,000 by more than 11.6 percent (\$460 million) of Target Cost or less than 3.1 percent, provisions set forth above are depicted by the curve included in Attachment A.
I. 24	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)	None
I. 25	FAR 52.219-8	Utilization of Small Business Concerns (JAN 1999)	None
I. 26	FAR 52.219-9	Small Business Subcontracting Plan (JAN 1999) - Alternate II (JAN 1999)	None
I. 27	FAR 52.219-16	Liquidated Damages -- Subcontracting Plan (JAN 1999)	None
I. 28	FAR 52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 1998)	"N/A - Noncompetitive award"
I. 29	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (JAN 1999)	None
I. 30	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	None
I. 31	FAR 52.222-3	Convict Labor (AUG 1996)	None
I. 32	FAR 52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (JUL 1995)	None
I. 33	FAR 52.222-17	Labor Standards for Construction Work -- Facilities Contracts (FEB 1988)	None
I. 34	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)	None
I. 35	FAR 52.222-26	Equal Opportunity (FEB 1999)	None
I. 36	FAR 52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)	None
I. 37	FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)	None
I. 38	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)	None
I. 39	FAR 52.222-41	Service Contract Act of 1965, as amended (MAY 1989)	None
I. 40	FAR 52.223-2	Clean Air and Water (APR 1984)	None
I. 41	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)	(b) Hazardous material will be identified as the contract progresses inclusively in this contract clause.
I. 42	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (APR 1998)	None
I. 43	FAR 52.223-7	Notice of Radioactive Materials (JAN 1997)	(a) Notice shall be provided in accordance with relevant laws,
I. 44	FAR 52.223-10	Waste Reduction Program (OCT 1997)	None
I. 45	FAR 52.223-11	Ozone-Depleting Substances (JUN 1996)	None

I. 46	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (JUN 1996)	None
I. 47	FAR 52.223-14	Toxic Chemical Release Reporting (OCT 1996)	None
I. 48	FAR 52.224-1	Privacy Act Notification (APR 1984)	None
I. 49	FAR 52.224-2	Privacy Act (APR 1984)	None
I. 50	FAR 52.225-3	Buy American Act -- Supplies (JAN 1994)	None
I. 51	FAR 52.225-11	Restrictions on Certain Foreign Purchases (AUG 1998)	None
I. 52	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JAN 1999)	None
I. 53	FAR 52.227-1	Authorization and Consent (JUL 1995)	None
I. 54	FAR 52.227-2	Notice and Assistance Concerning Patent and Copyright Infringement (AUG 1996)	None
I. 55	FAR 52.227-6	Royalty Information (APR 1984)	None
I. 56	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	Except for data contained on pages none, it is agreed that as a notwithstanding the conditions of any notice appearing thereon defined in the "Rights in Data--General" clause contained in the in the proposal dated November 1, 1999 as modified by letter 04306), upon which this contract is based.
I. 57	FAR 52.229-3	Federal, State, and Local Taxes (JAN 1991)	None
I. 58	FAR 52.230-2	Cost Accounting Standards (APR 1998)	None
I. 59	FAR 52.230-6	Administration of Cost Accounting Standards (APR 1996)	None
I. 60	FAR 52.232-17	Interest (JUN 1996)	None
I. 61	FAR 52.232-18	Availability of Funds (APR 1984)	None
I. 62	FAR 52.232-22	Limitation of Funds (APR 1984)	None
I. 63	FAR 52.232-23	Assignment of Claims , Alternate I (APR 1984)	None
I. 64	FAR 52.232-25	Prompt Payment (JUN 1997)	None
I. 65	FAR 52.232-34	Electronic Funds Transfer (MAY 1999)	None
I. 66	FAR 52.233-1	Disputes (DEC 1998) -- Alternate I (DEC 1991)	None
I. 67	FAR 52.233-3	Protest After Award (AUG 1996) -- Alternate I (JUN 1985)	None
I. 68	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	None
I. 69	FAR 52.237-3	Continuity of Services (JAN 1991)	None
I. 70	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996)	None
I. 71	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)	None
I. 72	FAR 52.242-3	Penalties for Unallowable Costs (OCT 1995)	None
I. 73	FAR 52.242-13	Bankruptcy (JUL 1995)	None
I. 74	FAR 52.242-15	Stop-Work Order (AUG 1989) -- Alternate I (APR 1984)	None
I. 75	FAR 52.243-2	Changes -- Cost Reimbursement (AUG 1987) -- Alternate I (APR 1984)	None
I. 76	FAR 52.243-6	Change Order Accounting (APR 1984)	None
I. 77	FAR 52.244-2	Subcontracts (AUG 1998)	(e) As directed separately in writing by the Contracting Officer received written Contracting Officer consent previously under
I. 78	FAR 52.244-5	Competition in Subcontracting (DEC 1996)	None

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I. 79	FAR 52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1998)	None
I. 80	FAR 52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)	None
I. 81	FAR 52.246-5	Inspection of Services (Cost-Reimbursement) (APR 1984)	None
I. 82	FAR 52.246-25	Limitation of Liability -- Services (FEB 1997)	None
I. 83	FAR 52.247-1	Commercial Bill of Lading Notations (APR 1984)	(a) U. S. Department of Energy ... (b) U. S. Department of Energy, Rocky Flats Field Office, Contracts A, Golden, CO 80403-8200
I. 84	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)	None
I. 85	FAR 52.249-6	Termination (Cost Reimbursement) (SEP 1996)	None
I. 86	FAR 52.249-14	Excusable Delays (APR 1984)	None
I. 87	FAR 52.251-1	Government Supply Sources (APR 1984)	None
I. 88	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I. 89	FAR 52.252-2	Clauses Incorporated by Reference (FEB 1998)	http://www.arnet.gov/far ; http://www.pr.doe.gov/dear.html
I. 90	FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)	(b) The use in this solicitation or contract of any Department of Energy clause with an authorized deviation is indicated by the addition of the following regulation
I. 91	FAR 52.253-1	Computer Generated Forms (JAN 1991)	None
I. 92	DEAR 952.202-1	Definitions (JAN 1997)	None
I. 93	DEAR 952.204-2	Security (SEP 1997)	None
I. 94	DEAR 952.204-70	Classification/Declassification (SEP 1997)	None
I. 95	DEAR 952.204-71	Sensitive Foreign Nations Controls (APR 1994)	None
I. 96	DEAR 952.204-74	Foreign Ownership, Control, or Influence over Contractor (APR 1984)	None
I. 97	DEAR 952.208-7	Tagging of Leased Vehicles (APR 1984)	None
I. 98	DEAR 952.209-72	Organizational Conflicts of Interest (JUN 1997) Alternate I	None
I. 99	DEAR 952.222-70	Whistleblower Protection for Contractor Employees (APR 1999)	None
I. 100	DEAR 952.217-70	Acquisition of Real Property (APR 1984)	None
I. 101	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (APR 1984)	None
I. 102	DEAR 952.224-70	Paperwork Reduction Act (APR 1994)	None
I. 103	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	None
I. 104	DEAR 952.237-70	Collective Bargaining Agreements -- Protective Services (AUG 1993)	None
I. 105	DEAR 952.245-5	Government Property (Cost Reimbursement, time and materials or labor cost)	None
I. 106	DEAR 952.247-70	Foreign Travel (FEB 1997)	None
I. 107	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	None
I. 108	DEAR 952.251-70	Contractor Employee Travel Discounts (JUN 1995)	None
I. 109	DEAR 970.5204-2	Integration of Environment, Safety, and Health into Work Planning and Execution (JUN 1997)	None

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I. 110	DEAR 970.5204-31	Insurance -- Litigation and Claims (JUN 1997)	None
I. 111	DEAR 970.5204-58	Workplace Substance Abuse Programs at DOE Sites (AUG 1992)	None
I. 112	DEAR 970.5204-72	Patent Rights -- Profit Making Management and Operating Contractors (MAR 1995)	None
I. 113	DEAR 970.5204-75	Pre-Existing Conditions (JUNE 1997)	None
I. 114	DEAR 970.5204-77	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (JUN 1997)	None
I. 115	DEAR 970.5204-78	Laws, Regulations, and DOE Directives (JUN 1997)	None
I. 116	DEAR 970.5204-79	Access To and Ownership of Records (JUN 1997)	None
I. 117	DEAR 970.5204-82	Rights in Data -- Facilities (FEB 1998)	None
I. 118	DEAR 970.5204-86	Conditional Payment of Fee (APR 1999)	None

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

The DOE Directives and Laws found in the following listing are the “List of Applicable Laws and Regulations,” “List of Applicable Directives” and “Lists A and B” as those terms are used in paragraph (b) of Clause I.115, LAWS, REGULATIONS, AND DOE DIRECTIVES. Exemptions, waivers and variances that exist in contract DE-AC34-95RF00825 will carry forward to this contract. This is not necessarily an all-inclusive list. The Contractor should follow the established exemption process to obtain relief from requirements of these regulations where applicable.

Section C refers to Statements of Commitment which detail a tailored and focused application of Directives for a closure project. The Field Office will enable this tailoring through a “best efforts” approach.

It is anticipated that during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when special nuclear materials (SNM) are removed from the site, the conditions for applicability of those DOE Directives addressing safeguard and security of such material may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing, explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contractor may, at its own risk and assumption of all responsibility, cease to fulfill the requirements of such DOE Directives once written notification has been delivered to the Contracting Officer. The Contracting Officer may determine that the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g., SNM is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again.

Sections or paragraphs of DOE Directives which are not applicable to RFETS (e.g., DOE C 460.2 Section 2 relative to shipping information on SNF and HLW) are self deleting.

LIST A: Applicable Laws and Regulations

10 CFR 835 RADIOLOGICAL PROTECTION

10 CFR 830.120 QUALITY ASSURANCE

10 CFR 850 BERYLLIUM

LIST B. Applicable DOE Directives

DOE C 140.1-1	DEPARTMENT OF ENERGY INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	01-26-99
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DOE C 151.1	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM	08-21-96
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DOE C 200.1	INFORMATION MANAGEMENT PROGRAM	09-30-96
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL	03-15-97
DOE N 205.1	UNCLASSIFIED CYBER SECURITY PROGRAM	07-26-99
DOE C 210.1	PERFORMANCE INDICATORS AND ANALYSIS OF OPERATIONS INFORMATION	09-27-95
DOE C 224.1	CONTRACTOR PERFORMANCE-BASED BUSINESS MANAGEMENT PROCESS	12-08-97
DOE C 225.1A	ACCIDENT INVESTIGATIONS	11-26-97
DOE M 231.1-1	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL CHANGE 001	09-30-95 11-07-96
DOE C 232.1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE C 241.1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	08-17-98
DOE M 232.1-1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE C 311.1A	EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM	12-30-96
DOE C 350.1 Change 1	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS, 05-08-98	
DOE C 413.1	MANAGEMENT CONTROL PROGRAM	12-06-95
DOE C 414.1A	QUALITY ASSURANCE	11-24-98
DOE C 420.1	FACILITY SAFETY	10-13-95
DOE O 425.1A	STARTUP AND RESTART OF NUCLEAR FACILITIES	12-28-98
DOE O 430.1A	LIFE CYCLE ASSET MANAGEMENT	10-14-98
DOE O 435.1	RADIOACTIVE WASTE MANAGEMENT	07-09-99
DOE C of N 440.1	PERFORMANCE ELEMENTS FOR DEVELOPMENT OF A CHRONIC BERYLLIUM DISEASE PREVENTION PROGRAM 07-15-97	

DOE C of O 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES		03-27-9
DOE N 441.1	RADIOLOGICAL PROTECTION FOR DOE ACTIVITIES	09-29-95	
DOE O 442.1	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	02-01-99	
DOE C 460.1A	PACKAGING AND TRANSPORTATION SAFETY	10-02-96	
DOE C 460.2	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT	09-27-95	
DOE C 470.1	CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS	09-28-95	
DOE C 470.2	SAFEGUARDS AND SECURITY INDEPENDENT OVERSIGHT PROGRAM		
DOE C 471.1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED		
	NUCLEAR INFORMATION	08-11-99	
DOE C 471.2A	INFORMATION SECURITY PROGRAM	03-27-97	
DOE M 471.2-1B	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL		01-06-9
DOE M 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL	08-03-99	
DOE C 472.1B	PERSONNEL SECURITY ACTIVITIES	03-24-97	
DOE M 473.2-1	FIREARMS QUALIFICATION COURSES MANUAL	07-08-97	
	CHANGE 001	08-21-97	
DOE O 474.1	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	08-11-99	
DOE M 474.1-1	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	08-11-99	
DOE M 474.1-2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS		
	SYSTEM REPORTING AND DATA SUBMISSION	02-10-98	
	CHANGE 001	04-27-98	
	CHANGE 002	11-16-98	
DOE C 475.1-1	IDENTIFYING CLASSIFIED INFORMATION	05-08-98	
	[Includes only Attachment 2, the CRD document within Manual 475.1-1, along with the Definitions in Attachment 1 and the "Index-CRD".]		
N/A	ACCOUNTING HANDBOOK	Undated	

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DOE O 1240.2B UNCLASSIFIED VISITS AND ASSIGNMENTS BY FOREIGN NATIONALS	08-21-92	
CHANGE 001		09-03-92
DOE O 1270.2B SAFEGUARDS AGREEMENT WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY		06-23-92
DOE O 1300.2A DEPARTMENT OF ENERGY TECHNICAL STANDARDS PROGRAM		05-19-92
DOE O 1300.3 POLICY ON THE PROTECTION OF HUMAN SUBJECTS		08-23-90
DOE O 1450.4 CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS		11-12-92
DOE O 1500.3 FOREIGN TRAVEL AUTHORIZATION		11-10-86
CHANGE 007		07-06-94
DOE O 2030.4B REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL		05-18-92
DOE O 2300.1B AUDIT RESOLUTION AND FOLLOWUP		06-08-92
DOE O 2320.1C COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL		05-18-92
DOE O 2321.1B AUDITING OF PROGRAMS AND OPERATIONS		05-14-92
DOE O 4330.4B MAINTENANCE MANAGEMENT PROGRAM		02-10-94
DOE O 5400.5 RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	02-08-90	
CHANGE 002		01-07-93
[Excluding Paragraph 1a(3)(a) of Chapter II]		
DOE O 5480.19 CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES	07-09-90	
CHANGE 001		05-18-92
DOE O 5480.20A PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES		11-15-94
DOE O 5480.21 UNREVIEWED SAFETY QUESTIONS		12-24-91
DOE O 5480.22 TECHNICAL SAFETY REQUIREMENTS, CHG 2		01-23-96
DOE O 5480.23 SAFETY ANALYSIS REPORTS, CHG 1		03-10-94
DOE O 5530.1A ACCIDENT RESPONSE GROUP		09-20-91

DOE O 5530.2	NUCLEAR EMERGENCY SEARCH TEAM	09-20-91
DOE O 5530.3	RADIOLOGICAL ASSISTANCE PROGRAM CHANGE 001	01-14-92 04-10-92
DOE O 5530.4	AERIAL MEASURING SYSTEM	09-20-91
DOE O 5530.5 CENTER	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT 07-10-92 CHANGE 001	12-02-92
DOE O 5610.2	CONTROL OF WEAPON DATA CHANGE 001	08-01-80 09-02-86
DOE O 5610.12	PACKAGING AND OFFSITE TRANSPORTATION OF NUCLEAR COMPONENTS, AND SPECIAL ASSEMBLIES ASSOCIATED WITH THE NUCLEAR EXPLOSIVES AND WEAPON SAFETY PROGRAM	07-26-94
DOE O 5610.14	TRANSPORTATION SAFEGUARDS SYSTEM PROGRAM OPERATIONS	05-12-93
DOE O 5632.1C	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	07-15-94
DOE M 5632.1C-1	MANUAL FOR PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS CHANGE 001 (Excluding Chapter III, paragraphs 1, 2, and 4 - 9; and Excluding Chapter XI)	07-15-94 04-10-96
DOE O 5632.7A	PROTECTIVE FORCES CHANGE 001	04-13-94 02-13-95
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES	07-23-93
DOE O 5660.1B	MANAGEMENT OF NUCLEAR MATERIALS	05-26-94
DOE O 5670.1A	MANAGEMENT AND CONTROL OF FOREIGN INTELLIGENCE	01-15-92
DOE O 5670.3	COUNTERINTELLIGENCE PROGRAM	09-04-92

**Small and Small Disadvantaged Business
Subcontracting Plan
for
Kaiser-Hill Company, L.L.C.
Rocky Flats Closure Contract No. DE-AC34-
00RFO1904**

Submitted to Department of Energy

ITEM/SERVICE: Rocky Flats 2006 Closure Project (Closure Project)

I. Introduction

In accordance with Federal Acquisition Regulation 52.219-9, titled Small and Small Disadvantaged Business Subcontracting Plan, Kaiser-Hill will implement a graded approach to procurement (i.e. the application of only the appropriate terms, conditions, and other requirements to a given acquisition) which maximizes competitive opportunities among small, HubZone small, small disadvantaged, 8(a) and woman-owned small business concerns while optimizing opportunities for success in performance of the subcontracted work. Kaiser-Hill is committed to exceeding the goals set forth in this plan by implementing effective procurement planning that focuses on meeting project requirements.

A. Policy Statement

It is the policy of the United States Government and Kaiser-Hill Company, L.L.C. that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in the performance of government subcontracts awarded by Kaiser-Hill. It is Kaiser-Hill's intention to aggressively pursue, wherever possible, subcontracting opportunities with small business, HUBZone small business, small disadvantaged business and woman-owned small business concerns, in accordance with Public Law 99-661 and 100-180.

B. Definitions

1. Small Business (SB) concern means a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto, defined as a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under applicable size standards.
2. Small Disadvantaged Business (SDB) concern means a small business concern that:

- a. Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly-owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals; and
 - b. Has its management and daily business controlled by one or more such individuals.
3. Woman-Owned Small Business (WOSB) concern means a small business that is at least 51 percent owned by a woman or women who control and operate the business. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management of the business. Woman means all woman small business owners.
4. HUBZone Small Business means a small business as defined in paragraph B.1 above that appears on the list of Qualified HUBZone Small Business Concerns maintained by the SBA.
5. Subcontract includes purchase orders.
6. Kaiser-Hill shall have the same meaning as Contractor.

II. FY00 Goals

- A. Transition From Existing Prime Contract No. DE-AC34-95RFO0825 to New Closure Contract No. DE-AC3400RFO1904:

The closure contract subcontracting plan contained herein includes similar methods and procedures as the previous Kaiser-Hill subcontracting plan approved by DOE/RFFO under prime contract number DE-AC34-RFO0825. It is important to note, however, that this new subcontracting plan for the new closure prime contract (DE-AC34-00RFO1904) incorporates Kaiser-Hill's new subcontracting strategy to organizationally and functionally arrange the site closure work under Kaiser-Hill's new project-focus management approach. Consequently, Kaiser-Hill Team Subcontractors previously identified as SSOC, RMRS, RFCSS and WSLLC will transition into traditional project-focused subcontracts (non-Team subcontractors) subject to individual and separate subcontracting plans as set forth by the Kaiser-Hill approved subcontracting plan.

- B. Transition and Post-Transition FY00 Goals:

It is anticipated that the new project-focused subcontracts will be awarded by April 1, 2000. Therefore, the calculation methods and assumptions used from October 1, 1999 to April 1, 2000 for (SSOC, RMRS, RFCSS and WSLLC) will be those previously applied under prime contract number DE-AC34-95RFO0825 and yield the following goals:

1. Fiscal Year 2000 Goals (October 1, 1999 thru March 30, 2000)

	SB	SDB	WOSB
KH	\$20,500,000	\$6,500,000	\$ 2,750,000
RFCSS	\$ 7,000,000	\$1,500,000	\$ 1,250,000
RMRS	\$12,400,000	\$ 7,750,000	\$ 2,000,000
SSOC	\$20,000,000	\$3,500,000	\$ 2,000,000
WSLLC	\$ 2,600,000	\$750,000	\$ 2,000,000
TOTAL	\$62,500,000	\$20,000,000	\$10,000,000

2. Fiscal Year 2000 Goals (April 1, 2000 through September 30, 2000)

The following FY00 goal calculation assumptions will be used effective April 1, 2000 or actual date of completion of team subcontractors transition to project-focused (non-team) subcontracts and yield the following goals:

	SB	SDB	WOSB	HUBZONE
KH	\$62,500,000	\$20,000,000	\$10,000,000	\$1,396,500
		(.5% of FY Contract Value divided by 2)		

3. Total FY2000:

SB	SDB	WOSB	HUBZONE
\$125,000,000	\$40,000,000	\$20,100,000	\$1,396,500

4. Calculation Rules:

Kaiser-Hill's proposed small business goals will be submitted in writing October 1 of each year during the term of this contract or by such later dates as the Contracting Officer may authorize in writing.

Dollars awarded to small business means all dollars to a SB subcontractor by Kaiser-Hill and its large business subcontractors (at any tier).

Dollars awarded to HubZone small businesses means all dollars awarded by Kaiser-Hill, its large business subcontractors, or non-hubzone small business subcontractors (at any tier).

Dollars awarded to small disadvantaged business (includes 8(a) subcontractors) means all dollars awarded by Kaiser-Hill, its large business subcontractors, or small, non-disadvantaged business subcontractors (at any tier).

III. Objectives

The objectives of Kaiser-Hill's SB/SDB/WOSB subcontracting plan are:

- A. T
o seek qualified, diverse SB/SDB/WOSB concerns and provide the entities an equitable opportunity to compete for subcontracts under this contract.
- B. T
o establish goals and objectives that encourage increased participation by SB/ SDB/WOSB concerns in the competitive process. Goals and objectives will be established prior to each fiscal year.
- C. T
o utilize, to the maximum extent practicable, SB/SDB/WOSB concerns.
- D. T
o focus on SB/SDB/WOSB subcontractor success by rewarding excellent performance with incentive fees and opportunities for further or increased participation.
- E. O
rganize and present periodic training seminars on how to qualify for an SB/SDB/WOSB subcontract.
- F. I
mplement a Business Opportunity System that uses the Internet to expand access by SB/SDB/WOSBs to the procurement process by using electronic bulletin boards, standardized documents such as representations and certifications, terms and conditions, and electronic source lists.

IV. Procedures

Kaiser-Hill will follow the procedures listed below to achieve the goals and objectives of this plan.

- A. Upon the completion of major team subcontractor transition to project focused subcontracts, commit that the Small Business Liaison Officer will assume the responsibilities of managing Kaiser-Hill's SB/SDB/WOSB subcontracting program under this contract. The designated individual will:
 - 1. R
eport directly to the Vice President Subcontract, Technical and Site Services ;
 - 2. I
nterface with SBA to develop opportunities for SB/SDB/WOSB;
 - 3. M
aintain liaison with the Government concerning SB/SDB/WOSBs;
 - 4. S
earch for SB/SDB/WOSB sources and maintain qualified SB/SDB/WOSB source lists for use by Kaiser-Hill in procurements, including those expected to exceed \$100,000. Kaiser-Hill may reserve purchases of \$100,000 or less exclusively for SB's and purchases of \$50,000 or less for SDB's and WOSB's where there is a reasonable expectation that bids, competitive as to price, quality, and delivery, will be obtained from two or more responsible firms of the appropriate type;
 - 5. R
eview and evaluate SB/SDB/WOSB subcontracting plans submitted to Kaiser-Hill in connection with supply and /or service awards of \$500,000 or greater (or \$1,000,000 or greater for construction) and assure that such plans are similar to the subcontracting plan agreed to by Kaiser-Hill under this contract; and
 - 6. S
ubmit and ensure subcontractors submit SF 294 and/or SF 295 in accordance with the instructions on the forms.

B. Assure that SB/SDB/WOSB concerns are provided an opportunity to equitably compete for subcontracts, particularly by arranging solicitations to facilitate the participation of these business concerns in consideration of site priorities. Where Kaiser-Hill's lists of potential subcontractors are excessively long, reasonable efforts shall be made to give all such types of concerns an opportunity to compete over a period of time.

C. Maintain records showing (i) whether each prospective subcontractor is a SB/SDB/WOSB concern, (ii) procedures that have been adopted to comply with the requirements set forth in this Subcontracting Plan, and (iii) with respect to the award of any subcontract exceeding \$100,000, as follows:

1. whether the subcontract award was to an SB/SDB/WOSB or large business; W
2. whether more than two SB/SDB/WOSB concerns were solicited; W
3. the rationale for not soliciting SB/SDB/WOSB concerns if such firms were not solicited; and T
4. the reasons for award to firms other than SB/SDB/WOSB concerns if such firms were solicited. T

Note: The records maintained above will be in a form determined by Kaiser-Hill. Such reports will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this subcontracting plan will be kept available for review.

D. Cooperate with the Contracting Officer and the SBA in any requested studies and surveys of Kaiser-Hill's subcontracting procedures and practices under this contract.

E. Submit information with respect to subcontracting with SB/SDB/WOSBs as requested by the Contracting Officer.

F. Maintain and use information from the SB/SDB/WOSB Kaiser-Hill Directory and from DOE sources, including the Pro-Net to identify each category and type of subcontractor for new subcontracting opportunities.

G. Receive all appropriate visiting SB/SDB/WOSBs who desire to explain the entity's capabilities, products and services. Explain the routine of doing business with Kaiser-Hill.

H. Consider categories of procurements for exclusive SB participation, provided that there are sufficient qualified firms to offer the needed product or service and to assure reasonable prices, quality and acceptable delivery.

I. Consider subcontracts with firms certified with the SBA under the Section 8(a) program.

J. Include the clause entitled Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns in all subcontracts that offer further subcontracting opportunities. Require all subcontractors (except SB/SDB/WOSB Concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan similar to the plan required by the clause entitled Small Business and Small Disadvantaged Business Subcontracting Plan.

K. Consider privatization initiatives that are set aside for SB/SDB/WOSB concerns.

V. Responsibilities

A. Kaiser-Hill's technical groups shall cooperate with the Kaiser-Hill procurement department in considering SB/SDB/WOSBs equitably and fairly as sources of supply.

- B. Major purchases (in excess of \$100,000) shall be examined to determine the feasibility of breaking them down into smaller units so that SB/SDB/WOSBs may qualify as manufacturers and/or suppliers for such requirements.
- C. Kaiser-Hill shall, in accordance with Section VI of this document, establish realistic and attainable goals and measure progress toward reaching those goals.

VI. Reports

- A. R
Reports shall be submitted to the DOE as requested in writing, in the frequency required and in the format agreed upon. Special reports shall be kept to a minimum.
- B. Q
Quarterly reports on SB/SDB/WOSB activities shall also be furnished to Kaiser-Hill's management staff.
- C. S
BA reports will be provided semi-annually.
- D. E
Exceptional performance by any Kaiser-Hill employee in advancing the SB/SDB/WOSB program will be reported to Kaiser-Hill senior management and DOE. If weaknesses occur that interfere with the achievement of goals and objectives, the weakness shall be brought to the attention of Kaiser-Hill's management staff for appropriate remedial action.

VII. Goals

- A. Kaiser-Hill's proposed SB/SDB/WOSB goals will be submitted in writing by October 1st of each year during the term of this contract or by such later date as the Contracting Officer may authorize in writing. The proposed fiscal year goals will be based on the latest available procurement projections, advance financial plan projections and historical data.
- B. D
Dollars awarded to SB means all dollars awarded to an SB subcontractor by Kaiser-Hill and its large business subcontractors (at any tier). Dollars awarded to HUBZone SBs means all dollars awarded by Kaiser-Hill, its large business subcontractors, and non-HUBZone SB awards at any tier awarded to a firm that is a HUBZone SB. Dollars awarded to SDB means all dollars awarded to a SDB subcontractor by Kaiser-Hill, its large business subcontractors, or a small, non-disadvantaged business subcontractor, at any tier.
 - 1. Service Categories
 - SB/SDB/WOSB are offered opportunities to submit proposals related to, but not necessarily limited to the following:
 - a. A
Architect-engineering services
 - b. P
Professional services
 - c. T
Augmentation
 - d. T
Travel agency services
 - e. C
Construction subcontracts in:
 - Mechanical
 - Electrical
 - Fencing

- General construction
 - Testing and inspection
 - Painting
 - Excavation
 - Landscaping
- f. construction management C
- g. other specialty subcontracts O
- h. ending service V
- i. food service F
- j. computer equipment C
- k. computer training/software C
- l. clerical support C
2. Method of Developing Goals
- The method used by Kaiser-Hill to develop its SB/SDB/WOSB subcontracting goals are based on the factors stated in Section II above. These factors include:
- a. OE-approved goals for FY2000 D
- b. past projects P
- c. analysis of major (over \$100,000) procurement projections A
- d. established vendor database E
- e. survey of procurement managers S
- f. consideration of DOE Contracting Officer's recommendations C
- g. analysis of historical socioeconomic performance by Kaiser-Hill A
- h. UBZone data provided by the SBA H
3. Outreach Program
- Kaiser-Hill will actively participate in local and national organizations including but not limited to Minority Enterprises, Inc., local chambers of commerce, the Small and Disadvantaged Business Committee, Economic and Empowerment Breakfasts. Kaiser-Hill will actively seek new SB/SDB/WOSB sources by establishing a Small/Small Disadvantaged Business/Diversity Advocate program and by active participation in outreach activities and other related functions where participation is expected to expose new or additional qualified concerns to the opportunities at the Rocky Flats Environmental Technology Site.

- Kaiser-Hill will continue its efforts to augment its source data of SB/SDB/WOSB concerns. To the extent practicable, Kaiser-Hill will use the following source data:
- a. Government agency information G
 - b. Medium and small disadvantaged business trade information S
 - c. Medium and small disadvantaged business directories, both regional and multi-regional S
 - d. Woman-owned business directories W
 - e. Kaiser-Hill internal source lists K
 - f. Existing Rocky Flats vendor information E
 - g. ProNet searches P
 - h. Data provided by the SBA regarding HUBZone areas and HUBZone subcontractors D
4. Method of Identifying Potential Sources
- Procurement personnel (and other site personnel as appropriate) will have access to computerized data files on potential SB/SDB/WOSB concerns that will be maintained by Kaiser-Hill.
- a. Section 8(a) Subcontractors: When authorized by DOE, Kaiser-Hill will subcontract directly with firms qualified under Section 8(a) of the Small Business Act. Kaiser-Hill will identify projects and procurements that appear appropriate for subcontracting to 8(a) firms. S
Lower tier subcontract awards to SB/SDB/WOSB concerns: Kaiser-Hill will encourage its large business subcontractors (whether or not their subcontracts require a subcontracting plan) to provide lower-tier subcontracting opportunities to SB/SDB/WOSB concerns. Kaiser-Hill will use the same data sources as described in paragraph III of this plan to assist large business subcontractors in identifying business sources.
In addition, procurement personnel will be encouraged to attend procurement conferences, seminars, trade fairs and other related functions where participation is expected to expose new or additional qualified SB/SDB/WOSB concerns.
 - b. Access to solicitation sets and data: To the extent practicable, Kaiser-Hill will assure that SB/SDB/WOSB concerns have access to solicitations and are provided maximum opportunity to participate in Kaiser-Hill subcontracts. A
Kaiser-Hill will actively solicit and counsel SB/SDB/WOSB concerns for the purpose of enhancing the potential for participation in the Kaiser-Hill subcontracting program. Kaiser-Hill will work toward the utilization of an Internet home page or electronic bid board for identifying procurement opportunities
5. Indirect Cost
- Kaiser-Hill does not include indirect and overhead costs in establishing goals for its Subcontracting Plan for any subcontract regardless if it is a large business, SB, SDB, or WOSB.

Signed: _____
Norman B. Sandlin

Title: Director, Contracts

Date: November 15, 1999

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SECTION J

ATTACHMENT E

KEY PERSONNEL

KAISER-HILL COMPANY, L.L.C.

Name	Title
Card, Robert G.	President and CEO
Tiller, Robert E.	Executive Vice President
Parker, Alan M.	Director, B771 Project
Parker, Alan M.	Director, B776 Project
Fulton, John C.	Director, B371 Project
Fulton, John C.	Director, B707 Project
Tuor, Nancy R.	Director, Industrial Buildings, Site Operations, and ER Project
Tuor, Nancy R.	Director, Planning and Integration
Brailsford, Marvin D.	Director, Materials Stewardship Project
Spears, Mark S.	Director, Environmental, Safety, Health and Quality
Martinez, Leonard A.	Director of Administration
Bensussen, Stanley J.	General Counsel

Model Report Distribution List

<u>Plan/Report</u>	<u>Form No. *</u>	<u>Frequency</u>	<u>Level</u>	<u>No. Copies</u>	<u>Address</u>
Management Plan		O,A	Total project	5	A
Status Report		Q	PBD, total project	1,8,1	A,B,C
<u>Summary Report</u>	1332.2	Q	PBD, total project	1,8,1	A,B,C
Milestone Schedule Plan	1332.3	O,Q	PBD, total project	1,8,1	A,B,C
Cost Plan	1332.7	O,Q	PBD, total project	1,8,1	A,B,C
Milestone Schedule Status	1332.3	M	PBD, total project	1,8,1	A,B,C
<u>Cost Management Report</u>	1332.9	M	PBD, total project	1,8,1	A,B,C
Management Control System Description		O,X	Total project	1,3,1	A,B,C
WBS Dictionary Index		O,X	Total project	1,3,1	A,B,C
Cost Performance Reports	1332.12	M	Control Account,	1,8,1	A,B,C
	1332.14	M	PBD PBD	1,8,1	A,B,C
<u>Cash Flow Statement</u>		O,Q	PBD, total project	1,2,2	A,B,C
Operating Budget		O,Q	PBD, total project	1,2,2	A,B,C
<u>Supplementary Information</u>		A	As required	as required	A
Other (Quarterly Critical Analysis)		Q	PBD, total project	1,8,1	A,B,C

* Alternate format may be authorized upon approval of the Contracting Officer

Due Dates

<u>Code</u>	<u>Event</u>	<u>Within x Calendar Days after event</u>
A	As requested	As specified
M	End of calendar month	30
O	Contract award	30
Q	End of calendar quarter	30

X	Significant change	5
---	--------------------	---

List of Addressees

- | | |
|----|--|
| A | Contracting Officer |
| . | U.S. Department of Energy
Rocky Flats Field
Office
10808 Highway 93, Unit A
Golden, CO 80402-
8200 |
| B. | Assistant Manager for Closure Project
Management
U.S. Department of Energy
Rocky Flats Field
Office
10808 Highway 93, Unit A
Golden, CO 80402-
8200 |
| C. | Field Chief Financial Officer
U.S. Department of Energy
Rocky Flats Field
Office
10808 Highway 93, Unit A
Golden, CO 80402-
8200 |

SECTION J

ATTACHMENT I

LISTING OF CLAIMS

Introduction

This Attachment I identifies the actions to be taken and agreements reached in order to achieve an early start date for contract DE-AC34-00RF01904 beginning on February 1, 2000. The Contractor and Government agree to the following, notwithstanding any other actions, requirements or steps necessary to close out contract DE-AC34-95RF00825 and to transition to the start of contract DE-AC34-00RF01904.

A. Contractor agrees as follows:

i. Cost Reduction Proposals

In consideration of the commencement of contract DE-AC34-00RF01904 on February 1, 2000, and the Target Fee identified in Clause B.2(a) therein, Contractor agrees and acknowledges that it has received adequate compensation and consideration for all Cost Savings Proposals previously submitted DOE under Clause H.6 of contract DE-AC34-95RF00825 through the payment of Superstretch Performance Measure fees paid by DOE from 1996 and thereafter. In addition, Contractor agrees that the CRP program has been superceded by the Superstretch Performance measure program and Contractor is not entitled to pursue or seek compensation for CRPs under contract DE-AC34-95RF00825 or DE-AC34-00RF01904.

ii. Claims for Performance Measure Fee

In consideration of the commencement of contract DE-AC34-00RF01904 on February 1, 2000 and the Target Fee identified in Clause B.2(a) therein, Contractor agrees to withdraw its claim for unpaid Performance Measure Fee for performance measure 97-S8.17R presently pending before the Energy Board of Contract Appeals (EBCA No. C-990228). Additionally, in consideration of the payment by DOE in the amount of \$18,075,292, representing the payment of all unpaid fee earned under contract DE-AC34-95RF00825 for performance measures, Contractor agrees to forever give up any claims, whether known or unknown for any unpaid or unearned performance measure fee Contractor may believe it is entitled to under contract DE-AC34-95RF00825. The performance measure fee amount is based upon projected quantities to be delivered by the conclusion of contract DE-AC34-95RF00825. This amount is subject to adjustment if the quantity of performance actually delivered would have resulted in a payment amount difference of more than five percent from the projected quantities. The Contracting Officer may elect to make partial payments for performance measure fee prior to February 1, 2000, based on previously submitted completion reports.

B. DOE agrees as follows:

i. McCarty and Collateral Litigation Expenses

In consideration for the withdrawal of CRP and Performance Measure Fee claim, the DOE agrees to withdraw its notice of intent to disallow costs in the McCarty case and other miscellaneous litigation expenses as specified in a letter to Contractor dated October 19, 1999, subject: 1999 Audit Report: Kaiser-Hill Legal Office. DOE agrees that the \$66,199.11 identified in that letter and the costs incurred in defending the McCarty case shall be allowed as reimbursable costs under contract DE-AC34-95RF00825. Nothing in this subparagraph should be construed to alleviate the Contractor from compliance with its DOE approved litigation management procedures.

ii. Fee Payments

DOE agrees that all fees paid and earned including Cost Reduction Proposal payments under contract DE-AC34-95RF00825 shall not be subject to reduction or deduction notwithstanding any other provision in contract DE-AC34-95RF00825, and except for (a) Category 1, 2, 3 events/incidents identified, and (b) circumstances evidencing an intentional failure by Contractor to disclose material information which would have affected DOE's determination of entitlement to fee or other obvious administrative or clerical error in calculating the amount of fee earned.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGE 1 1
2. AMENDMENT/MODIFICATION NO. M004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.003	5. PROJECT NO (If applicable)	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Melody C. Bell 303-966-2039		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		✓	3A. AMENDMENT OF SOLICITATION NO.	
			3B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF0 1904	
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

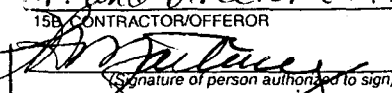
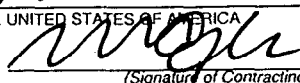
(a) By completing items 6 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A
--

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A	
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14 PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	
✓	D. OTHER (Specify type of modification and authority) Administrative Modification, Department of Energy Organization Act (PL 95-91)
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This modification hereby makes the following revisions: Addition and Deletion of DOE Directives	
---	--

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ V.P. and Director of Administration	4 CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul M. Golan, Acting Manager	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 4/12/2000	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 4-12-000

This Modification makes the following additions or revisions to the Contract:

- 1)
- Section J, Attachment B: The List of DOE Directives is deleted in its entirety and replaced with the listing in Enclosure #1. Enclosure #1 reflects the following DOE Directive additions and deletions. Where a particular Directive is deleted, all numbered Changes to that Directive are also considered deleted, unless specified otherwise. In addition to the additions and deletions identified there have been several administrative changes made to the list.

Directives Added to Contract	Directives Deleted from Contract
DOE N 142.1	DOE O 1240.2B

DOE Directives, including those identified above, are available on the Internet from DOE at: <http://www.explore.doe.gov:1776/htmls/directive.html>

2.
- Section C, Statement of Work: Attachment 2 contains a replacement page for page 17 of this section. This replacement page reflects the change in section V, Infrastructure and General Site Operations, subsection H, Utilities and Infrastructure that changes the pertinent DOE Order from 430.2 to 430. 1A.
3.
- If any of the above stated changes causes an increase or decrease in the estimated cost or the time required for performance of any part of the work under this contract, the contractor shall submit a request for equitable adjustment in accordance with the Changes Clause of the Contract.
4.
- All other terms and conditions remain unchanged.

End of Modification Listing

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M005		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-00-RF01904.004		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200			7. ADMINISTERED BY (If other than item 6) DOE/RFFO Contracts Management Division Attn: Melody C. Bell 303-966-2039				
8. NAME AND ADDRESS OF CONTRACTOR (Mo., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)


13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 52.243-2, Changes -- Cost Reimbursement (AUG 1987) -- Alternate I (APR 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.. SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)
See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES A. DAN CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/28/2000
(Signature of person authorized to sign)			

The purpose of this modification is to revise Section B, Supplies or Services and Prices/Costs, and Section C, Statement of Work to make administrative corrections; include requirements that were inadvertently omitted in the preparation of the Statement of Work, modify acceptance criteria to reflect the current revision; and to delete obsolete requirements.

1. Section B, page 3, B.5, SCHEDULE INCENTIVE, paragraph (d), is corrected to read:

“In no event shall the schedule incentive fee payable under subparagraphs (b) and (c) plus the incentive fee payable in accordance with Clause I.23 exceed **\$460,000,000**. Any fee reduction for late schedule set forth in subparagraphs (b) and (c) shall be deducted ~~from~~ the incentive fee payable under Clause 1.23. Nothing in this subparagraph shall limit the deduction from fee for category **1,2**, or 3 events as set forth in Clause **B.6(3)**.”

2. Section C, page 9, III Waste Management, A. Transuranic and Transuranic Mixed Waste Requirement(s), shall include:

NMED Hazardous Waste Permit, effective November 26, 1999, and all associated modifications and clarifications;
EPA 40 CFR, Criteria for Certification and **Re-certification**;
CAO Quality Assurance Program Document, Rev. 3;
Safety Analysis Report for the TRUPACT-II Shipping Package, Appendix 1.3.7, Rev. 17.

3. Section C, page 9, A. Transuranic and Transuranic Mixed Waste, Requirement(s), The Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria (WAC) Rev 5, dated April 1996 is replaced by the WIPP WAC Rev. 7, November 8, 1999.
3. Section C, page **20**, **Q. Quality Assurance Program**, Requirement(s), DOE Carlsbad Area Office Quality Assurance Program Plan, **CAO-94-** 1010 is no longer required and therefore shall be deleted.
4. If any of the above stated changes causes an increase or decrease in the estimated cost of or the time required for performance of any part of the work under this contract, the contractor shall submit a request for equitable adjustment in accordance with the Changes Clause of this Contract.
5. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M007		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.006	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Melody C. Bell (303) 966-2039			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION

The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers is extended, is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
Department of Energy Organization Act (PL95-91)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to update Authorization Agreement.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, VICE PRESIDENT AND DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAUL M. GOLAN ACTING MANAGER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 2/1/00	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 3/11/00

This Modification makes the following additions or revisions to the Contract:

- 1) Section J, Attachment G, Authorization Agreements, is updated to include (see Enclosure #1) revised copies of the following Authorization Agreements:

RFETS-002	Building 440	2
RFETS-003	Building 771	3
RFETS-004	Building 707	2
RFETS-005	Building 371/374 Complex	1
RFETS-006	Building 559	1
RFETS-007	Building 664	1
RFETS-008	Building 569	1
RFETS-010	Building 886	1
RFETS-011	Site SAR	1
RFETS-012	Building 776/777 Complex	2
RFETS-013	750/904 Pads	1
RFETS-014	Building 991	2
RFETS-015	Building 774	1

These revisions were required to ensure that the Authorization Agreements referenced the current contract number.

- 2) Section H, Special Contract Requirements: Revise Table of Contents (Attachment 2) to reflect addition of new clause; H.21 Travel Restrictions.
- 3) Section H, Special Contract Requirements:. Clause H.21 Travel Restrictions (Attachment 2) is added to the contract per Acquisition Letter 99-07 dated 11/30/99 and the FY 2000 Energy and Water Act.

- 4) Section J, Attachment B: The List of DOE Directives is deleted in its entirety and replaced with the listing in Enclosure #3. Enclosure #3 reflects the following DOE Directive additions and deletions. Where a particular Directive is deleted, all numbered Changes to that Directive are also considered deleted, unless specified otherwise. In addition to the additions and deletions identified there have been several administrative changes made to the list.

Directives Added to Contract	Directives Deleted from Contract
DOE C 205.2	
DOE CN 350.5	
DOE C 452.4-1	
DOE C 471.2-2	
DOE CN 473.1	

DOE Directives, including those identified above, are available on the Internet from DOE at: <http://www.explore.doe.gov:1776/htmls/directive.html>

Nothing in this modification, intentionally or otherwise, changes the target cost, target fee or other terms of this contract.

End of Modification Listing

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M010		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-00RF0 1904.009		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200			7. ADMINISTERED BY (if other than item 6) DOE/RFFO Contracts Management Division Attn: Dawn M. Resling				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO DE-AC34-00RF0 1904			
CODE		FACILITY CODE		106. DATED (SEE ITEM 13) February 1, 2000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
✓	8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.). SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). H.2, Technical Direction
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES A. DAN CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/28/2000

The purpose of this modification is to revise Section H, Special Contract Requirements to delete the reference to performance measure development and validation from COR authorities and to include additional Contracting Officer's Representatives.

1. Section H, **Special** Contract Requirements, H.2, Technical Direction, paragraph (b), Paul Golan, Michael Weis and Joe Legare are hereby changed to read:

Paul Golan, Deputy Manager, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management.

Michael **Weis**, Assistant Manager for Field and Performance Assessment, serving as the Deputy Manager's alternate COR, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health, nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management.

Joe **Legare**, Assistant Manager for Environment and Infrastructure, serving as the Deputy Manager's alternate **COR**, authority for environmental restoration; waste management; **environmental/ecological** monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management.

2. Section H, Special Contract Requirements, **H.2**, Technical Direction, paragraph (b), shall hereby include:

Frazer Lockhart, Acting Assistant Manager for Closure Project Management, serving as the Deputy Manager's alternate COR, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations **management**.

Hank Dalton, Assistant Manager for Facilities Disposition, serving as the Deputy Manager's alternate COR, authority for environmental restoration; waste management; environmental/ecological monitoring; nuclear material management; building management; environment, safety, and health; nuclear and criticality safety; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; necessary and sufficient program; management control system; authorization basis activities; performance assessment; quality assurance; invoice reviews; and operations management.

3. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M012		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.011		5. PROJECT NO. (If applicable) N/A	
5. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200			CODE		7. ADMINISTERED BY (If other than item 6) CODE DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200 -				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 17)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904			
				10B. DATED (SEE ITEM 13) February 1, 2000			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

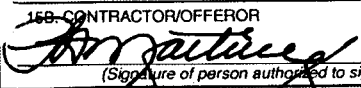

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and ³return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to update DOE Orders and Authorization Agreements.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/5/00	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7-10-00

This Modification makes the following additions or revisions to the Contract:

- 1)
- Section J, Attachment G, Authorization Agreements, is updated to include (see Enclosure #1) a copy of Authorization Agreement RFETS-017, Building 771/774. This was fully executed and incorporated into this Contract by reference on May 10, 2000, in accordance with Clause H.4 of this Contract

RFETS-017	Building 771/774	0

- 2)
- Section J, Attachment B: The List of DOE Directives is deleted in its entirety and replaced with the listing in Enclosure #2. Enclosure #2 reflects the following DOE Directive additions and deletions. Where a particular Directive is deleted, all numbered Changes to that Directive are also considered deleted, unless specified otherwise. In addition to the additions and deletions identified there have been several administrative changes made to the list.

Directives Added to Contract	Directives Deleted from Contract
DOE N 205.3	

DOE Directives, including those identified above, are available on the Internet from DOE at: <http://www.explore.doe.gov:1776/htmls/directive.html>

Nothing in this modification, intentionally or otherwise, changes the target cost, target fee or other terms of this contract.

End of Modification Listing

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M014		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.013		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200				7. ADMINISTERED BY (if other than Item 6) DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904			
CODE				10B. DATED (SEE ITEM 13) February 1, 2000			
FACILITY CODE							

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ Clause 1.75, FAR 52.243-2. Changes -- Cost Reimbursement (AUG 1987) -- Alternate I (APR 1984)

8. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to modify Section C requirements.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		DAWN M. RESLING CONTRACTING OFFICER	
1. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Dawn M Resling</i>	JUL 07 2000
		(Signature of Contracting Officer)	

This Modification makes the following additions or revisions to the Contract:

- 1) Section C, page 10, III B. Low Level Waste, C. Low Level Mixed Waste (less than 10 nanocuries per gram) and D. Low Level Mixed Waste (greater than 10 nanocuries and less than 100 nanocuries per gram) REQUIREMENT(S) shall include:
 - Avoid shipping Low Level and Low Level Mixed Waste over Hoover Dam and through the Las Vegas valley.
 - Transportation motor carrier(s) will be directed to find safe and cost effective Department of Transportation compliant alternative routes and mode(s) of transportation, if appropriate given these route restrictions.
 - The selection of alternative routes and modes of transportation shall take into consideration relevant Department of Energy National Environmental Policy Act (NEPA) documentation that addresses transportation routing to the Nevada Test Site, In particular, in addition to other relevant documentation, the following shall be considered:

1996, Final Environmental Impact Statement for the Nevada Test Site and off-site locations in the State of Nevada, Volume 1, Appendix I Transportation Study,

1997, Final Waste Management Programmatic Environmental Impact Statement for Managing, Treatment, Storage and Disposal of Radioactive and Hazardous Waste,

1999, Life Cycle Cost and Risk Analysis of Alternative Configurations for Shipping Low-Level Radioactive Waste to the Nevada Test Site.
 - Kaiser-Hill shall inform the Rocky Flats Field Office, Deputy Manager (Contracting Officer's Representative) or his/her alternate regarding the implementation of selected alternative routes and modes of transportation in a timely manner.
- 2) If any of the above stated changes causes an increase or decrease in the estimated cost of or the time required for performance of any part of the work under this contract, the contractor shall submit a request for equitable adjustment in accordance with the Changes Clause.
- 3) All other terms and conditions remain unchanged.

End of Modification Listing

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M015	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.014	5. PROJECT NO. (If applicable) N/A	
d. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 1 I) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 10B. DATED (SEE ITEM 13) February 1, 2000		
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house! and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 6 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of thii amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Department of Energy Organization Act (P.L. 95-91) and mutual agreement of the parties.
D. OTHER (Specify type of modification and authority)

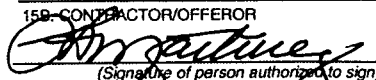

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

1. The purpose of this modification is to modify Section B6, Fee Payment Schedules and Fee Payment Withholdings.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA MAZUROWSKI MANAGER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/10/00	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7-10-00

This Modification makes the following revision to the Contract:

Subparagraph (e)(4) of Section B.6, Fee Payment Schedule and Fee Payment Withholdings, is deleted in its entirety and is replaced by the following:

(4) Mitigation Factors:

In deciding to adjust ordinary fee payments for a Category 1, 2 or 3 event, the Contracting Officer shall apply only a single penalty for each separate event even if a single event may qualify for more than one penalty; however, fines and penalties imposed under the Price-Anderson Act are excepted from this provision. If event or incident results in penalties for missed RFCA milestones, along with Category 1, 2 or 3 consequences, the penalties for missed RFCA milestones will apply. If the applicable deduction is greater than the fine or penalty, the difference between the penalty for missed RFCA milestones and the applicable deduction will be an adjustment to the ordinary fee payment. The Contracting Officer shall ensure that Contractor receives impartial fair and equitable treatment, as set forth in FAR 1.602-2, and will take into account mitigating factors. These may include factors such as those set forth below:

- Degree of control that the Contractor had over the event
- Event caused by “Good Samaritan” act by the Contractor (e.g., offsite emergency response)
- Efforts that the Contractor had made to anticipate and mitigate the possibility of the event in advance
- Contractor response to the event to mitigate its impacts and recurrence
- General status (trend and absolute performance) of safety and compliance in related areas

The Contracting Officer may apply appropriate fee reductions or withholdings after the fact to subsequent ordinary fee payments, provided such fee adjustments are identified in writing to Contractor within six (6) months of date of the event or incident occurrence or last event in a trend.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 1
2. AMENDMENT/MODIFICATION NO. M017	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.016	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
CODE		FACILITY CODE	10B. DATED (SEE ITEM 13) February 1, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Department of Energy Organization Act (PL95-91) and Clause B.6; Fee Payment Schedule and Fee Payment Withholdings.
D. OTHER (Specify type of modification and authority)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is the addition of subparagraph (i) to Section B.6.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA MAZUROWSKI MANAGER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/6/00	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 9-8-00

This Modification makes the following revision to the Contract:

Subparagraph (i) of Section B.6, Fee Payment Schedule and Fee Payment Withholdings, is added to ensure all Category 1,2 and 3 Fee Reductions are recorded.

- (i) The below list identifies all Category 1, 2, and 3 Fee Deductions processed in accordance with Subparagraph (e) of Section B paragraph 6 “FEE PAYMENT SCHEDULE AND FEE PAYMENT WITHHOLDINGS” of this contract. In accordance with the above subparagraph these deductions will result in both a reduction of the immediate conditional incentive fee payment and also in a downward adjustment to the amount of the total adjusted fee at the contract’s physical completion. Details regarding these Fee Reductions may be obtained by contacting the Contracting Officer.

Title	Category	Date	Amt
Material Moves	III	6/30/00	\$100,000
Building 371 HVAC Operations	III	6/30/00	\$60,000

Nothing in this modification, intentionally or otherwise, changes the target cost, target fee or other terms of this contract.

End of Modification,

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 1
2. AMENDMENT/MODIFICATION NO. MO18	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.017	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Plats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO, 9B. DATED (SEE ITEM 1 I) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 10B. DATED (SEE ITEM 13) February 1, 2000		
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 6 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted: or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. MIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Department of Energy Organization Act (PL95-91) and mutual agreement of the parties.
D. OTHER (Specify type of modification and authority)

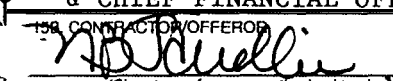
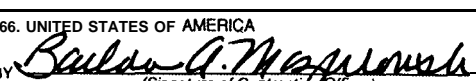
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this bilateral modification is to revise numerous clauses.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type of print) BARBARA MAZUROWSKI MANAGER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8-17-00	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8-17-00

7/11/00
8-17-00
1.2. Clause B. 1, Services Being Acquired, Subparagraph (c) is revised to read as follows:

(c) (OPTIONAL) 903 Pad Remediation Project Extension, Planning, executing, and completion of the 903 Pad Remediation Project as identified in Work Breakdown Structure (WBS) #1.1.03.12.06.02 may be extended (i.e., start/completion may be delayed to later years). Such extension may be from one year to as much as three years. Execution of this option will require negotiation on the exact timing of the action and extent of the delay. This option would represent a change to the contract and require consideration as set forth in the Clause of this contract entitled "Changes."

2. Section C, Technical Exhibit A, Subsection A, Plutonium, and Subsection B, Highly Enriched Uranium, the third bullet of the Column titled Government Furnished Services and Items, is revised to read as follows:

- DOE shall provide certification/approval of suitable SNM shipping and storage container(s) to support SNM removal (including but not limited to 9975, DOT-6M, DT-22, and 3013).
3. Clause B.8, Additional Item(s) Excluded from Actual Cost, is amended to add the following items of cost that are not to be included in "total allowable cost" for the purposes of fee adjustment under Clause 1.23, "Incentive Fee:"
- Costs associated with specially-funded (e.g., EM-SO funded) technology deployment or implementation projects. Note: This exception applies only to the specially-funded portion of any such projects.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 1
2. AMENDMENT/MODIFICATION NO. M021	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.020	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION ORDER NO. DE-AC34-00RF		
CODE		10B. DATED (SEE ITEM 13) February 1, 2000		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must **acknowledge** receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 6 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☒ A THIS CHANGE ORDER IS ISSUED PURSUANT To: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
Clause 1.75, FAR 52.243-2, CHANGES-COST REIMBURSEMENTS (AUG. 1987) - ALTERNATE ONE (APR. 1984)

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

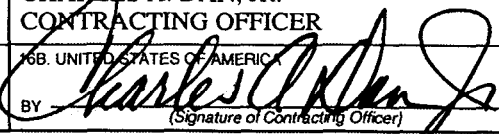
☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document, and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this unilateral modification is the incorporation of WIPP permit modifications.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES A. DAN, JR. CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 9/14/2000
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

This Modification makes the following additions or revisions to the Contract:

- 1) Section C, Page 9, A. Transuranic and Transuranic Mixed Waste Requirement(s), WIPP WAC Rev. 7, November 8, 1999 is replaced by The Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria (WAC) Rev. 7, dated November 8, 1999 and State of New Mexico Environment Department approved Class I and Class II Permit Modifications to the Waste Analysis Plan (WAP) applicable to the Rocky Flats Environmental Technology Site (RFETS) that result in time and cost savings as reflected in Attachment A, Permit Modifications to the WIPP WAP..
- 2) If any of the above stated changes causes an increase or decrease in the estimated cost of or the time required for performance of any part of the work under this contract, the contractor shall submit a request for equitable adjustment in accordance with the Changes Clause.
- 3) All other terms and conditions remain unchanged.
- 4)

End of Modification Listing

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1
2. AMENDMENT/MODIFICATION NO. MO22	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-00RF01904.021	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Steven L. Scott (303) 966-2985		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		✓	9A. AMENDMENT OF SOLICITATION NO.	
CODE			9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1.2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

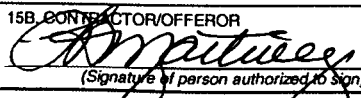

(a) By completing items 6 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) ✓ Article B.3 Department of Energy Organization Act (PL95-9 1)
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 3 copies to the issuing office.
14. DESCRIPTWN OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.) 1. The purpose of this modification is to update DOE Orders, Authorization Agreements, and key personnel listings.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/6/00	16B. UNITED STATES OF AMERICA By  (Signature of Contracting Officer)	16C. DATE SIGNED 10-4-00

This Modification makes the following additions or revisions to the Contract:

- 1)
- Section J, Attachment G, Authorization Agreements, is updated to include (see Enclosure #1) a copy of Authorization Agreement RFETS-016, Building 906. This was fully executed and incorporated into this Contract by reference on August 24, 2000, in accordance with Clause H.4 of this Contract

RFETS-016	Building 906	0

- 2)
- Section J, Attachment B: The List of DOE Directives is deleted in its entirety and replaced with the listing in Enclosure #2. Enclosure #2 reflects the following DOE Directive additions and deletions. Where a particular Directive is deleted, all numbered Changes to that Directive are also considered deleted, unless specified otherwise. In addition to the additions and deletions identified there have been several administrative changes made to the list.

Directives Added to Contract	Directives Deleted from Contract
	N 441.1

DOE Directives, including those identified above, are available on the Internet from DOE at: <http://www.explore.doe.gov:1776/htmls/directive.html>

- 3)
- Section J., Attachment E Key Personnel is replaced in its entirety with the list included as enclosure three.

Nothing in this modification, intentionally or otherwise, changes the target cost, target fee or other terms of this contract.

End of Modification Listing

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M031	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-01RF01904.007	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan (303) 966-8485		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
CODE		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Article B.3 Department of Energy Organization Act (PL95-91)

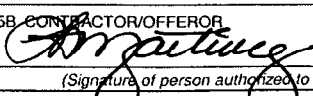
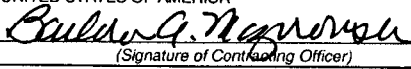
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

1. Modification to Section B-6, Fee Payment Schedules, Fee Payment Withholdings, DOE Directives, Section C, Statement of Work and Section H Technical Direction.

2. See Page 2 of 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/25/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6-1-01

This Modification makes the following revision to the Contract:

1. Section C, Statement of Work, Technical Exhibit A, Paragraph I Special Nuclear Material, Subparagraph A Plutonium: Requirements Column bullet one is changed to reflect the following: “Non classified Plutonium metal and oxide must be packaged to the DOE-STD 3013-2000 prior to shipment to the DOE approved receiver site.” This change reflects an update of the standard from 3013-1996 to 3013-2000.
2. Section J, Attachment B: The list of DOE Directives is deleted in its entirety and replaced with the listing in Enclosure 1. Enclosure 1 reflects the following DOE Directive additions and deletions. Where a particular Directive is deleted, all numbered changes to that Directive are also considered deleted, unless specified otherwise. In addition to the additions and deletions identified there have been several administrative changes made to the list.

Directives Added to Contract	Directives Deleted from Contract
DOE C 551.1A	

DOE Directives, including those identified above, are available on the Internet from DOE at: <http://www.explore.doe.gov:1776/htmls/directive.html>

3. Section H, Special Contract Requirement, H.2, Technical Direction, paragraph (b) is hereby changed to delete Michael Weis and Mary Ann Tinney.
4. Section B.6 Fee Payment Schedule and Fee Payment Withholding paragraphs (a) 3 and (a) 4 are hereby changed as follows:

Subparagraph (a) 3, first sentence is changed to read as follows:
“Budgeted Cost of Work Scheduled at Target Cost” (BCWS_{TC}) means that portion of the approved Target Cost planned to be spent on work during a given period, measurable by period and cumulative to date, that reflects the Target cost (T_C).

Subparagraph (a) 4 is hereby changed to read as follows: “Budgeted Cost of Work Performed at Target Cost” (BCWP_{TC}) is the sum of the approved Target Cost elements for work accomplished during a given period, measurable by period and cumulative to date, that relates directly to the Budgeted Cost of Work Scheduled at Target Cost (BCWS_{TC}).

5. Nothing in this modification, intentionally or otherwise, changes the target cost, target fee or other terms of this contract.

End of Modification

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

The DOE Directives and Laws found in the following listing are the “List of Applicable Laws and Regulations,” “List of Applicable Directives” and “Lists A and B” as those terms are used in paragraph (b) of Clause I.115, LAWS, REGULATIONS, AND DOE DIRECTIVES. Exemptions, waivers and variances that exist in contract DE-AC34-95RF00825 will carry forward to this contract. List A is not necessarily an all-inclusive list. The Contractor should follow the established exemption process to obtain relief from requirements of these directives and regulations where applicable.

Section C refers to Statements of Commitment which detail a tailored and focused application of Directives for a closure project. The Field Office will enable this tailoring through a “best efforts” approach.

It is anticipated that during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when special nuclear materials (SNM) are removed from the site, the conditions for applicability of those DOE Directives addressing safeguard and security of such material may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing, explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contractor may, at its own risk and assumption of all responsibility, cease to fulfill the requirements of such DOE Directives once written notification has been delivered to the Contracting Officer. The Contracting Officer may determine that the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g., SNM is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again. Sections or paragraphs of DOE Directives which are not applicable to RFETS (e.g., DOE C 460.2 Section 2 relative to shipping information on SNF and HLW) are self deleting.

LIST A: Applicable Laws and Regulations

10 CFR 835	RADIOLOGICAL PROTECTION
10 CFR 830.120	QUALITY ASSURANCE
10 CFR 850	BERYLLIUM

LIST B. Applicable DOE Directives

DOE C 140.1-1A	DEPARTMENT OF ENERGY INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	01-26-99
DOE N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS	07-14-99
DOE C 151.1	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM Change 2	09-25-95 08-21-96
DOE C 200.1	INFORMATION MANAGEMENT PROGRAM	09-30-96
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL	03-15-97
DOE C 205.1	UNCLASSIFIED CYBER SECURITY PROGRAM	07-26-99
DOE C 205.2	FOREIGN NATIONAL ACCESS TO DEPARTMENT OF ENERGY	

	CYBER SYSTEMS	11/01/99
DOE N205.3	PASSWORD PROTECTION, INCORPORATION AND USE	11/23/99
DOE C 210.1	PERFORMANCE INDICATORS AND ANALYSIS OF OPERATIONS INFORMATION	09-27-95
DOE C 224.1	CONTRACTOR PERFORMANCE-BASED BUSINESS MANAGEMENT PROCESS	12-08-97
DOE C 225.1A	ACCIDENT INVESTIGATIONS	11-26-97
DOE M 231.1-1	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL CHANGE 001	09-30-95 11-07-96
DOE C 232.1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE M 232.1-1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE C 241.1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	08-17-98
DOE C 311.1A	EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM	12-30-96
DOE C 350.1	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS, Change 1	09-30-96 05-08-98
CN 350.5	USE OF FACILITY CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON D.C. AREA	04/15/99
DOE C 413.1	MANAGEMENT CONTROL PROGRAM	12-06-95
DOE C 414.1A	QUALITY ASSURANCE	9-29-99
DOE C 420.1	FACILITY SAFETY	10-13-95
DOE C 425.1A	STARTUP AND RESTART OF NUCLEAR FACILITIES	12-28-98
DOE C 430.1A	LIFE CYCLE ASSET MANAGEMENT	10-14-98
DOE C 435.1	RADIOACTIVE WASTE MANAGEMENT	07-09-99
DOE C of N 440.1	INTERIM CHRONIC BERYLLIUM DISEASE PREVENTION PROGRAM	07-15-97
DOE C of O 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES	03-27-98
DOE C 442.1	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	02-01-99
C 452.4-1	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS MANUAL	07/01/99
DOE C 460.1A	PACKAGING AND TRANSPORTATION SAFETY	10-02-96

DOE C 460.2	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT CHANGE 1	09-27-95 10-26-95
DOE C 470.1	CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS	09-28-95
DOE C 470.2	SAFEGUARDS AND SECURITY INDEPENDENT OVERSIGHT PROGRAM	12-23-98
DOE C 471.1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION	09-25-95
DOE C 471.2A	INFORMATION SECURITY PROGRAM	03-27-97
DOE C 471.2-1B	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL	01-06-99
DOE C 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL	08-03-99
DOE C 472.1B	PERSONNEL SECURITY ACTIVITIES	03-24-97
DOE C 473.1	CARRYING SEMIAUTOMATIC PISTOLS WITH A ROUND IN THE CHAMBER	10/28/99
DOE M 473.2-1	FIREARMS QUALIFICATION COURSES MANUAL CHANGE 001	07-08-97 08-21-97
DOE C 474.1	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	08-11-99
DOE C 474.1-1	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	08-11-99
DOE C 474.1-2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION CHANGE 002	02-10-98 11-16-98
DOE C 475.1-1	IDENTIFYING CLASSIFIED INFORMATION [Includes only Attachment 2, the CRD document within Manual 475.1-1, along with the Definitions in Attachment 1 and the "Index-CRD".]	05-08-98
DOE C 551.1A	FOREIGN TRAVEL	8-25-00
N/A	ACCOUNTING HANDBOOK (This document issued 10/17/95 by letter, E.E. Smedley to distribution)	Undated
DOE O 1270.2B	SAFEGUARDS AGREEMENT WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY	06-23-92
DOE O 1300.2A	DEPARTMENT OF ENERGY TECHNICAL STANDARDS PROGRAM	05-19-92
DOE O 1300.3	POLICY ON THE PROTECTION OF HUMAN SUBJECTS	08-23-90
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS	11-12-92
DOE O 1500.3	FOREIGN TRAVEL AUTHORIZATION	11-10-86

	CHANGE 007	07-06-94
DOE O 2030.4B	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL	05-18-92
DOE O 2300.1B	AUDIT RESOLUTION AND FOLLOWUP	06-08-92
DOE O 2320.1C	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	05-18-92
DOE O 2321.1B	AUDITING OF PROGRAMS AND OPERATIONS	05-14-92
DOE O 4330.4B	MAINTENANCE MANAGEMENT PROGRAM	02-10-94
DOE O 5400.5	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT CHANGE 002 [Excluding Paragraph 1a(3)(a) of Chapter II]	02-08-90 01-07-93
DOE O 5480.19	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES CHANGE 001	07-09-90 05-18-92
DOE O 5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES	11-15-94
DOE O 5480.21	UNREVIEWED SAFETY QUESTIONS	12-24-91
DOE O 5480.22	TECHNICAL SAFETY REQUIREMENTS CHANGE 2	02-05-92 01-23-96
DOE O 5480.23	NUCLEAR SAFETY ANALYSIS REPORTS CHANGE 1	04-10-92 03-10-94
DOE O 5530.1A	ACCIDENT RESPONSE GROUP	09-20-91
DOE O 5530.2	NUCLEAR EMERGENCY SEARCH TEAM	09-20-91
DOE O 5530.3	RADIOLOGICAL ASSISTANCE PROGRAM CHANGE 001	01-14-92 04-10-92
DOE O 5530.4	AERIAL MEASURING SYSTEM	09-20-91
DOE O 5530.5	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER CHANGE 001	07-10-92 12-02-92
DOE O 5610.2	CONTROL OF WEAPON DATA CHANGE 001	08-01-80 09-02-86
DOE O 5610.12	PACKAGING AND OFFSITE TRANSPORTATION OF NUCLEAR COMPONENTS, AND SPECIAL ASSEMBLIES ASSOCIATED WITH THE NUCLEAR EXPLOSIVES AND WEAPON SAFETY PROGRAM	07-26-94
DOE O 5610.14	TRANSPORTATION SAFEGUARDS SYSTEM PROGRAM OPERATIONS	05-12-93
DOE O 5632.1C	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	07-15-94
DOE M 5632.1C-1	MANUAL FOR PROTECTION AND CONTROL OF SAFEGUARDS AND	

	SECURITY INTERESTS	07-15-94
	CHANGE 001	04-10-96
	(Excluding Chapter III, paragraphs 1, 2, and 4 - 9; and Excluding Chapter XI)	
DOE O 5632.7A	PROTECTIVE FORCE PROGRAM	04-13-94
	CHANGE 001	02-13-95
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES	07-23-93
DOE O 5660.1B	MANAGEMENT OF NUCLEAR MATERIALS	05-26-94
DOE O 5670.1A	MANAGEMENT AND CONTROL OF FOREIGN INTELLIGENCE	01-15-92
DOE O 5670.3	COUNTERINTELLIGENCE PROGRAM	09-04-92

CONTRACT DISTRIBUTION SHEET

FROM: U.S. DEPARTMENT OF ENERGY, ROCKY FLATS FIELD OFFICE

DATE: OCT 15 2001

MO37

CONTRACT NO: **DE-AC34-00RF01904**
CONTRACTOR: **Kaiser-HILL Company, L.L.C.**

MODIFICATION NO.

RECIPIENTS OF THIS MODIFICATION

	<u>Original</u>	<u>Copy</u>
KaiserHill: L. Martinez (via formal transmittal memo)	1	
N. Sandlin, B 115		1
Bill Crossland, B850	1(A only)	1
DOE Reading Room, FRCC, B060	1 (M only)	1
EM-33 (F. Sheppard), FORS, DOE HQ	1 (M only)	1
Team Leader, Denver Audit Group, U.S. DOE OIG P.O. Box 281213, Lakewood, CO 80228-8213	1 (M only)	1
General Accounting Office (Attn: Pamela Tumler) 1244 Speer Blvd. Suite 800, Denver, CO 80204-3585	1(M only)	1
 <i>ROCKY FLATS FIELD OFFICE:</i>		
Deputy Manager (P. Golan)		1
AM for Closure Project Management (F. Lockhart, Acting)		1
Contracts Management Division (C. Dan)	1	
Integrator Contract Team (S. Scott, J. Siekerka)		1
Freedom of Information Officer (M. Hammack)	1 (M only)	1
AM for Environment & Infrastructure (J. Legare)	1(M only)	1
AM for Facilities Disposition (H. Dalton)	1 (M only)	1
AM for Field and Performance Assessment (J. Schneider, Acting)	1 (M only)	1
AM for Engineering (J. Jeffries, Acting)	1 (M only)	1
Chief Counsel (M. Roy)	1 (M only)	1
Chief Financial Office (P. Van Loan, Acting)	1 (M only)	1
Funds Control Team (J. Lewis)		1
Financial Operations (D. Reitz)	1	

Distribution Note:

Contract modifications are prepared and distributed by the Contracts Management Division. This copy is for the recipient highlighted above. For changes to this distribution, call Tim Evans at 303-966-6520.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. MO37	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 34-01RF01904.013	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan (303) 966-8485		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
CODE		90. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

Article I.75 Changes--Cost Reimbursement (AUG 1987)- Alternate 1 (APR 1984)

D. OTHER (Specify type of modification and authority)

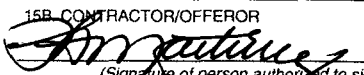
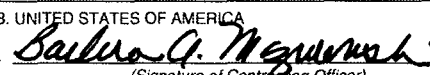
E. **IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF **AMENDMENT/MODIFICATION** (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification to Redesign 9975 Containers.

See page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/21/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 9-24-01

This Modification makes the following revision to the Contract:

A. Changes to Fee Payment Schedule and Fee Payment Withholdings

1. Subparagraph (i) of Section B.6, Fee Payment Schedule and Fee Payment Withholdings, is changed to reflect the addition of Category III Fee Withholding for Work Control Related Events.

- (i) The below list identifies all Category 1, 2, and 3 Fee Deductions processed in accordance with Subparagraph (e) of Section B paragraph 6 "FEE PAYMENT SCHEDULE AND FEE PAYMENT WITHHOLDINGS" of this contract. In accordance with the above subparagraph these deductions will result in both a reduction of the immediate conditional incentive fee payment and also in a downward adjustment to the amount of the total adjusted fee at the contract's physical completion. Details regarding these Fee Reductions may be obtained by contacting the Contracting Officer.

Title	Category	Date	Amt
Material Moves	III	6/30/00	\$100,000
Building 371 HVAC Operations	III	6/30/00	\$60,000
Work Control Related Events	III	11/01/00	\$250,000

B. Changes To Section C, Statement of Work

1. Section C, Statement of Work is modified to reflect the Government's de-certification of the design for 9975 containers as first directed in Melody Bell's Memoranda to L.A. Martinez (AMFD:FDG:DAH:00-02255) dated April 17, 2000 and (AMFD:FCG:DAH:00:02635) dated May 23, 2000, and re-certification of the design for the 9975 containers directed in Barbara Mazurowski's memorandum to Robert E. Tiller (FD:FC:DAH:01-00556) dated March 22, 2001.

C. Equitable Adjustment

1. Section C Statement of Work Technical Exhibits A, I. Special Nuclear Material, Scope A. Plutonium 1) shall be changed to read as follows:
 - 1) Ship all non-classified plutonium metals and oxides to the Savannah River Site or other DOE approved alternative² by October 14, 2002 (except for Pu holdup discovered and/or removed after 10/14/02).
2. Section B.2 Target cost and Target Fee are changed to read as follows:
 The Target Cost and Target Fee are:

Target Cost (excludes fee):	<u>\$3,964,713,170</u>
Target Fee:	<u>\$ 340,090,000</u>

3. Part II-Contract Clauses Section I.23 Incentive Fee (Mar 1997), subparagraph (e) is hereby- corrected to read as follows:

“(e) Fee Payable. (1) the fee payable under this contract shall be the target fee increased by thirty (30) cents for every dollar that the total allowable cost is less than Target Cost or decreased by thirty (30) cents for every dollar that the total allowable cost exceeds Target Cost plus **\$200,000,000**. If the total allowable cost is between Target Cost and Target Cost plus **\$200,000,000**, the fee payable shall be the Target Fee. In no event shall total fee payable be greater than 11.607 percent of the Target Cost or less than 3.7850 percent of Target Cost.”

In consideration of the modification (s) agreed to herein as complete equitable adjustments for the Contractor's Request for Equitable Adjustment for “Modification to 9975 Container Design,” Kaiser Hill Company, L.L.C. hereby releases the Government from any and all liability under this contract for further equitable adjustment.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M039		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-01RF01904.015		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200				7. ADMINISTERED BY (If other than Item 6) DOE/RFFO Contracts Management Division Attn: Charles A. Dan (303) 966-8485			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Contract Clause I.75 - Changes -- Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

- 1. Modification to Nevada Test Site Waste Acceptance Criteria Revision 3.
- 2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Baileigh A. Mazurowski</u> (Signature of Contracting Officer)	16C. DATE SIGNED 3-22-01

This Modification makes the following revision to the Contract:

1. Section C Statement of Work, Technical Exhibit A, Paragraph III Waste Management, Subparagraph B Low Level Waste: Requirements Column is changed to reflect the following: "Currently available disposal site – the DOE Nevada Test Site (NTS) in accordance with NTS Waste Acceptance Criteria dated December 2000, Rev 3, or Commercial Waste Acceptance Criteria if that disposal option is chosen". This change reflects an update to the NTS Waste Acceptance Criteria.
2. If any of the above stated changes causes an increase or decrease in the estimated cost of or the time required for performance of any part of the work under this contract, the contractor shall submit a request for equitable adjustment in accordance with the changes clause.
3. All other terms and conditions remain unchanged.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M041		3. EFFECTIVE DATE SEE BLOCK 16C		4. REQUISITION/PURCHASE REQ. NO. 34-01RF01904.017		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200				7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan (303) 966-8485			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

- 1. Modification to Correct Fee Language.
- 2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Barbara A. Mazurowski</u> (Signature of Contracting Officer)	16C. DATE SIGNED 6-1-01

The purpose of this modification is to correct mathematical errors in the contract, and to conform the contract to directions provided in FAR 52.216-10, which requires the Contracting Officer to complete the blank items with percentages. This modification is not intended to revise the amounts negotiated for the Maximum Fee (\$460 million) or the Minimum Fee (\$150 million).

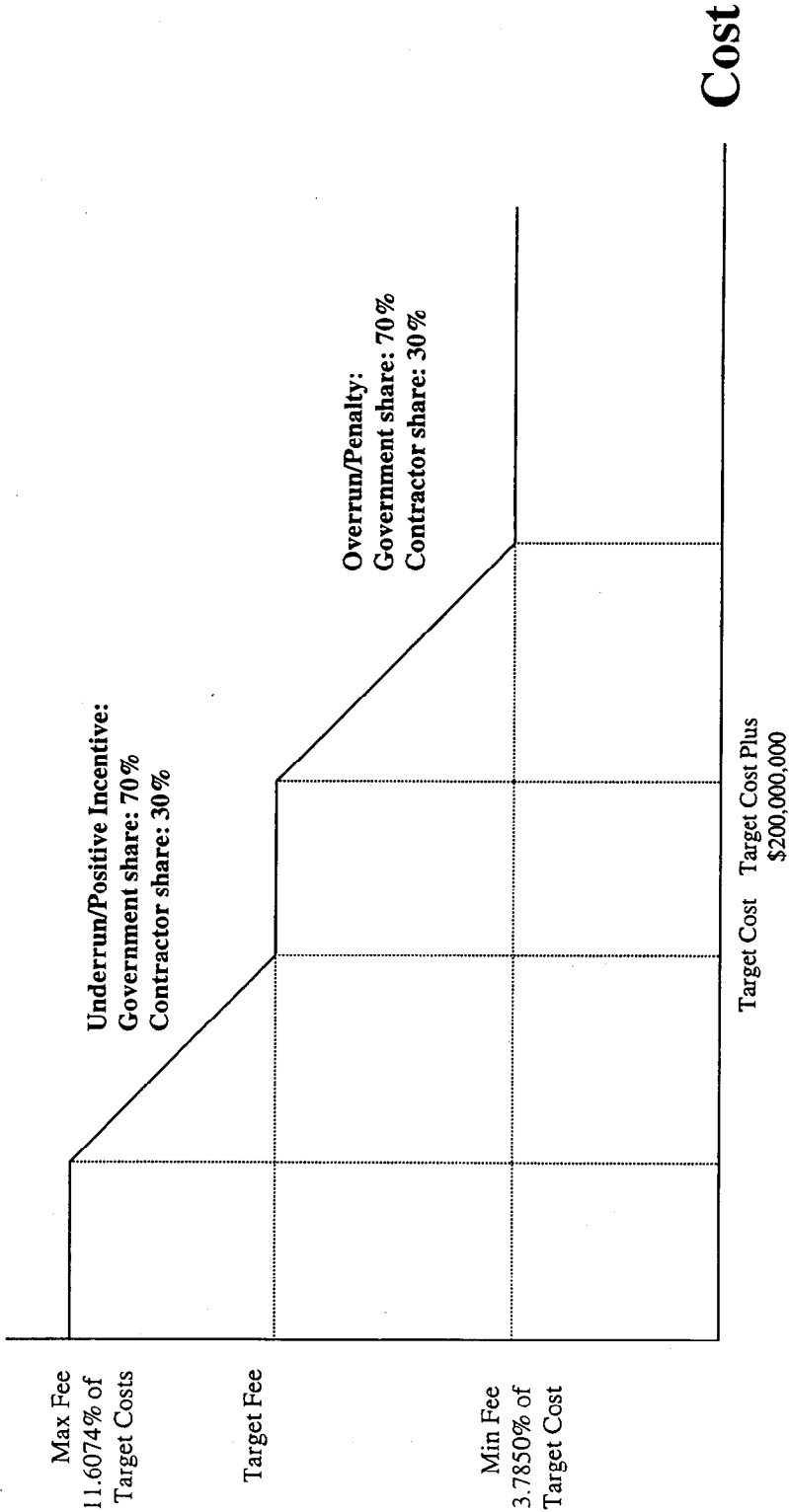
1. Part II – Contract Clauses Section I.23 Incentive Fee (Mar 1997), subparagraph (e) is hereby corrected to read as follows:

“(e) Fee payable. (1) the fee payable under this contract shall be the target fee increased by thirty (30) cents for every dollar that the total allowable cost is less than Target Cost or decreased by thirty (30) cents for every dollar that the total allowable cost exceeds Target Cost plus \$200,000,000. If the total allowable cost is between Target Cost and Target Cost plus \$200,000,000, the fee payable shall be the Target Fee. In no event shall total fee payable be greater than 11.607 percent of the Target Cost or less than 3.7850 percent of Target Cost.”

2. Section J Attachment H, Cost Incentive is corrected, to replace “Max Fee \$460M” with “11.6074% of Target Cost and replace “Min fee \$150” with 3.7850 percent of Target Cost.”

End of Modification

Cost Incentive



NOTE: See Contract B.5(d) for schedule incentive adjustment(s) to fee.
Target Cost and Target Fee are set forth in Clause B.2.

This graph is not to scale!

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGE

1 2

2. AMENDMENT/MODIFICATION NO
M043

3. EFFECTIVE DATE
SEE BLOCK 16C

4. REQUISITION/PURCHASE REQ NO
34-01RF01904.019

5. PROJECT NO (if applicable)
N/A

6. ISSUED BY

CODE

U. S. Department of Energy
Rocky Flats Field Office
10808 Highway 93, Unit A
Golden, CO 80403-8200

7. ADMINISTERED BY (If other than Item 6) CODE
DOE/RFFO
Contracts Management Division
Attn: Charles A. Dan, Jr. (303) 966-8485

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

KAISER-HILL COMPANY, LLC
Rocky Flats Environmental Technology Site
10808 Highway 93, Unit B
Golden, CO 80403-8200

9A. AMENDMENT OF SOLICITATION NO

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
DE-AC34-00RF01904

10B. DATED (SEE ITEM 13)
February 1, 2000

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☒ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF

D. OTHER (Specify type of modification and authority)

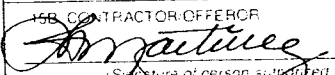
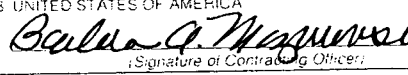
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

1. Modification to update the Kaiser-Hill key personnel list.

2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 6/04/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6-7-01

This Modification makes the following revision to the Contract:

1. Section J, Attachment E, Key Personnel is replaced in its entirety with the list included as enclosure 1.

Nothing in this modification, intentionally or otherwise, changes the target cost, target fee or other terms of this contract.

End of Modification

SECTION J
ATTACHMENT E
KEY PERSONNEL

SECTION J

ATTACHMENT E

KEY PERSONNEL

May 3, 2001

KAISER-HILL COMPANY, L.L.C.

Name	Title
Parker, Alan M.	President and CEO
Hall, Lincoln E.	Chief Operations Officer
Trice, Kelly D.	Project Manager, B771 Project
Ferri, Mark S.	Project Manager, B776 Project
Fulton, John C.	Project Manager, B371 Project
Ferri, Mark S.	Project Manager, B707 Project
Tuor, Nancy R.	Project Manager, Remediation, Industrial & Site Service
Tuor, Nancy R.	Director, Strategic Planning and Integration
Brailsford, Marvin D.	Project Manager, Materials Stewardship Project
Martinez, Leonard A.	Director of Administration and Chief Financial Officer
Scott, Gregory K.	General Counsel
Powers, Kenneth P.	Director, Engineering, Environmental, Safety & Quality Program

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M048	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200	CODE	7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485		
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
FACILITY CODE		10B. DATED (SEE ITEM 13) February 1, 2000		

II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Contract Clause I.75 - Changes -- Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.. SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

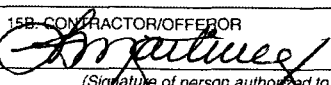
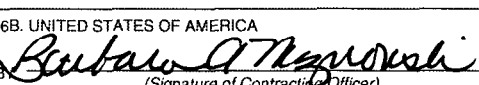
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification to Increase the Target Cost as a Result of definitization of Contractor's Request for Equitable Adjustment (except as set forth in page 2 of this Modification) for WIPP/WAC, Part 1.

2. See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/30/01	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11-26-01

This Modification makes the following revision to the Contract:

Equitable Adjustment for WIPP WAC Part I (REA #2000-1024)

1. Section B .2 Target cost is changed to read as follows:

The Target Cost is:

Target Cost (excludes fee): \$3,965,629,867

(This modification revises the Target Cost from \$3,964,713,170 to \$3,965,629,867, an increase of \$9 16,697).

Contractor' s Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's Request for Equitable Adjustment for "WIPP WAC Part I (REA #2000-1024- actual costs incurred for FY 2000)," the contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the Contractor's Request for Equitable Adjustment for "WIPP WAC Part I (REA #2000-1024-actual costs incurred for FY 2000)," (except General and Administrative Expenses and Fees which may be incorporated in a future equitable adjustment).

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M052	3. EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.002	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U. S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303) 966-8485		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
CODE		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


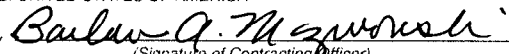
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
✓	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

1. Modification to Revise Contracting Officer Representative List and Update Authorization Agreement.
2. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/01/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-5-01

This Modification makes the following revision to the Contract:

1. Section J, Attachment G, Authorization Agreements, is updated to include (see Enclosure #1) a revised copy of the following Authorization Agreements:

RFETS-002	Building 440	Revision 3
RFETS-017	Building 771/774	Revision 1

2. Section H, Special Contract Requirement, H.2, Technical Direction, Paragraph (b) is hereby changed to delete Frazer Lockhart and Paul Golan. In addition Joe Legare and Hank Dalton are hereby changed to read as follows:

Joe Legare Assistant Manager for Environment and Stewardship serving as COR, authority for Closure Project Communications, Environmental Restoration, Environment/Ecological Monitoring, Infrastructure/Stewardship, and Rocky Flats Cleanup Agreement/Regulatory Compliance.

Hank Dalton, Assistant Manager, Projects serving as COR, authority for Engineering Support, Facilities Closure, Waste Management, Nuclear Material Management, Project Systems.

The following individuals shall be added as CORs

Philip Van Loan, Chief Financial Officer serving as COR, authority for Closure Planning and Budgeting, Financial Services, Financial Analysis and Financial Operations.

James Hartman, Assistant Manager, Administration and Transition serving as COR, authority for contracts, Workforce Transition, Information Resource Management, and Human Resources.

End of Modification

ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE

Building 440 Authorization Agreement

Authorization Agreement No. RFETS-002 Revision 3

1. Preamble

The purpose of this Authorization Agreement is to adopt the Building 440 Authorization Basis (AB) as approved by the Department of Energy (DOE), Rocky Flats Field Office (RFFO) and to authorize the performance of activities in Building 440 in accordance with the Building 440 AB.

Kaiser-Hill Company L.L.C. (Contractor) inherited from EG&G Rocky Flats, Inc., on July 1, 1995, aging facilities with existing hazards and outdated or non-existent authorization basis documentation. It is recognized by the DOE, RFFO and the Contractor that on July 1, 1995, the following conditions existed regarding Building 440: (a) there was an absence of complete knowledge regarding its design basis, systems and components due to less than adequate configuration control, (b) the building required modifications to meet the requirements of its future mission.

2. Authorization Scope

This agreement authorizes the scope of activities identified and analyzed in the AB subject to the terms and conditions in sections 5 and 6 below.

3. Basis for Approval/Contractor Qualification

3.1. Based on the Building 440 Safety Evaluation Report dated June 19, 2001 which included review of the Building 440 FSAR Revision 0, the Waste Management Facilities Technical Safety Requirements (TSR) Revision 6, and applicable portions of the Safety Analysis for Waste Management Activities (NSTR-010-01), the DOE, RFFO concludes that the Building 440 AB adequately documents the operating safety basis and contains a control set that, when implemented, provides reasonable assurance that the work activities described in the Building 440 AB can be conducted by the Contractor without endangering the environment or the health and safety of the workers or public.

3.2. The DOE, RFFO finds that there is reasonable assurance that the Contractor is technically qualified to engage in the activities authorized by this Authorization Agreement.

4. Authorization Basis

The effective Authorization Basis for Building 440 is those documents identified as applicable to Building 440 in the ABDL.


5. Terms and Conditions

5.1. Applicable federal and state law, including implementing regulations, and all contractual requirements regarding Building 440, except as further defined for safety and health in subsection 5.2 below, remain in force.

Building 440 Authorization Agreement (Continued)

- 5.2. The Building 440 FSAR, Chapter 3 defines the Safety Management Program commitments under this Authorization Agreement which meet the applicable safety and health requirements of Section J, Attachment B, of contract #DE-AC34-00RFO1904. The Administrative Controls contained in the Building 440 Technical Safety Requirements (TSRs) define the specific credited controls that shall be implemented under this Authorization Agreement to support the Building 440 safety analyses.
- 5.3. The AB, including the TSRs, will be kept current by the Contractor through the performance of an annual review. As appropriate, changes to or additional controls that may be needed to safely perform planned activities will be developed, evaluated and implemented by the Nuclear Safety Program in accordance with the Site Integrated Safety Management System. This change control process shall manage the configuration of the AB to include timely update of the AB Document List to reflect DOE, RFFO approved AB documents.
6. **Special Conditions**
Operation under the revised AB (FSAR Rev 0) will commence after Contractor authorization of the start of Building 440 Operations following the readiness determination (Implementation Validation Review).
7. **Effective and Expiration Dates of Agreement**
This Authorization Agreement is effective as of the date of the last signature below and shall remain in effect through the life of contract #DE-AC34-00RFO1904, unless modified in writing by both parties.
8. **Agreement**

For Kaiser-Hill Company L. L. C.
Rocky Flats Environmental Technology Site

 7/16/01
Alan M. Parker Date
President

For the Department of Energy
Rocky Flats Field Office

 7-23-01
Barbara A. Mazurowski Date
Manager

ROCKY FLATS ENVIRONMENTAL TECHNOLOGY SITE

Building 771/774 Authorization Agreement

Authorization Agreement No. RFETS-017 Revision 1

1. Preamble

The purpose of this Authorization Agreement is to adopt the Building 771/774 Authorization Basis (AB) as approved by the Department of Energy (DOE), Rocky Flats Field Office (RFFO) and to authorize the performance of activities in Building 771/774 in accordance with the Building 771/774 AB.

It is recognized by the Department of Energy (DOE), Rocky Flats Field Office (RFFO) and Kaiser-Hill, L.L.C., Inc. (the Contractor) that the following conditions exist regarding Buildings 771 and 774: (a) the Buildings are over 40 years old and have aged and degraded structural and system deficiencies that deviate from their original intended design capability, (b) there was an incomplete knowledge regarding design and condition of systems and components due to less than adequate configuration control, (c) some building systems and components had exceeded their original design life, (d) there was incomplete, reliable/available data on building systems, (e) and the buildings mission is solely decommissioning and demolition. Based upon these conditions a new authorization basis document, the Decommissioning Basis For Interim Operation (DBIO), was developed using DOE Order 5480.23 Nuclear Safety Analysis Reports and in compliance with 10 CFR 830 Nuclear Safety Management and is the focus of this agreement.

2. Authorization Scope

This agreement authorizes the scope of activities identified and analyzed in the AB subject to the terms and conditions in sections 5 and 6 below.

3. Basis for Approval/Contractor Qualification

3.1. Based on the Building 771/774 Safety Evaluation Report dated June 15, 2001 which included review of the Building 771/774 DBIO Revision 0 including the Building 771/774 Technical Safety Requirements (TSR), the DOE, RFFO concludes that the Building 771/774 AB adequately documents the operating safety basis and contains a control set that, when implemented, provides reasonable assurance that the work activities described in the Building 771/774 AB can be conducted by the Contractor without endangering the environment or the health and safety of the workers or public.

3.2. The DOE, RFFO finds that there is reasonable assurance that the Contractor is technically qualified to engage in the activities authorized by this Authorization Agreement.

4. Authorization Basis

The effective Authorization Basis for Building 771/774 is those documents identified as applicable to Building 771/774 in the Authorization Basis Document List.

Building 771/774 Authorization Agreement (Continued)

5. Terms and Conditions

- 5.1. Applicable federal and state law, including implementing regulations, and all contractual requirements regarding Building 771/774, except as further defined for safety and health in subsection 5.2 below, remain in force.
- 5.2. The Limiting Conditions for Operation contained in the Building 771/774 Technical Safety Requirements (TSRs) define the specific credited controls that shall be implemented under this Authorization Agreement to support the Building 771/774 safety analyses.
- 5.3. The Building 771/774 DBIO, Chapter 3 defines the Safety Management Program commitments under this Authorization Agreement which meet the applicable safety and health requirements of Section J, Attachment B, of contract #DE-AC34-00RFO1904. The Administrative Controls contained in the Building 771/774 TSRs define the specific credited controls that shall be implemented under this Authorization Agreement to support the Building 771/774 safety analyses.
- 5.4. The AB, including the TSRs, will be kept current by the Contractor through the performance of an annual review. As appropriate, changes to or additional controls that may be needed to safely perform planned activities will be developed, evaluated and implemented by the Nuclear Safety Program in accordance with the Site Integrated Safety Management System. This change control process shall manage the configuration of the AB to include timely update of the AB Document List to reflect DOE, RFFO approved AB documents.

6. Special Conditions

Operation under the revised AB (DBIO Rev 0) will commence after Contractor authorization of the start of Building 771/774 Operations following the Implementation Validation Review.

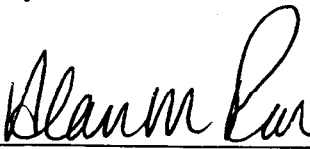
7. Effective and Expiration Dates of Agreement

This Authorization Agreement is effective as of the date of the last signature below and shall remain in effect through the life of contract #DE-AC34-00RFO1904, unless modified in writing by both parties.

8. Agreement


For Kaiser-Hill Company L.L.C.
Rocky Flats Environmental Technology Site

For the Department of Energy
Rocky Flats Field Office



Alan M. Parker Date
President

9/17/01



Barbara A. Mazurkowski Date
Manager

10/2/01

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF PAGE

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2. AMENDMENT/MODIFICATION NO. MO54	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.004	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904	
CODE		10B. DATED (SEE ITEM 13) February 1, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

✓	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. contract Clause I.75 - Changes -- Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Modification to change endstate requirement from Interim Final Record of Decision to Draft Remedial Investigation/Feasibility Study.
- See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER
15B. CONTRACTOR OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 5 Dec '01
16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12-14-01

This Modification makes the following revision to the Contract:

1. Section C, General Site Information, C. 1.2 Mission and **Physical** Completion of the contract fourth paragraph, fifth sentence is change to read as follows:

All required regulatory documentation will be completed including the draft Remedial Investigation/Feasibility Study and a draft Comprehensive Risk Assessment for site closure which shall be prepared by the Contractor and submitted by DOE to regulatory agencies.

2. Section C Technical Exhibit A, Section IV, Environmental Remediation has been deleted and replaced with Enclosure 1.

End of Modification

Enclosure #1

Section C Technical Exhibit A Section IV Environmental Remediation

IV. Environmental Remediation

The Contractor shall prepare the necessary decision documents supporting accelerated actions, consistent with RFCA, and a draft RI/FS, including a draft comprehensive risk assessment and complete all actions required by the approved decision documents to remediate soil, surface water, ground water, and other contaminated media. The remediation shall be completed as stipulated below:

SCOPE	REQUIREMENT(S)	GOVERNMENT FURNISHED SERVICES & ITEMS
<p><u>A. Remediation</u></p> <p>The Contractor shall remediate Individual Hazardous Substance Sites (IHSS)³, Potential Areas of Concern (PAC), or under building contamination (UBC) by December 15, 2006.</p> <p>The total waste volumes for this environmental remediation portion of the project are assumed not to exceed those quantities as follows:</p> <ul style="list-style-type: none"> • Non-Rad Waste: 11,000 cubic yards • Low Level Waste: 107,000 cubic yards • Low Level Mixed Waste <1 nanocurie: 41,000 cubic yards • Low Level Mixed Waste >1 nanocurie: 220 cubic yards 	<ul style="list-style-type: none"> • Planning, characterization, area preparations, remediation, disposition, final regulatory approvals and reporting requirements shall be accomplished in accordance with RFCA • Remediation shall be specified in the RFCA Decision Documents. • Contractor must transport and maintain CERCLA administrative record IAW 40 CFR 300-311 	<ul style="list-style-type: none"> • CERCLA Administrative Record Repository • DOE shall provide comments on draft decision documents and regulatory reports within 20 business days of receipt.
<p><u>B. Post Closure Care under RCRA Permit</u></p> <p>The Contractor shall perform the closure and post-closure care requirements for RCRA permitted and interim status units during the performance of this contract.</p>	<p>The Contractor shall comply with closure and post closure care requirements under the RCRA permit in accordance with RCRA, 40 CFR Parts 264 and 265, the Colorado Hazardous Waste Act requirements, 6 CCR 1007-3 and RFCA.⁴</p>	<p>None</p>

³ If the 903 Pad Remediation Project removal option is exercised, then the project planning, execution and completion as identified in WBS #1.1.03.12.06.02 shall be removed from the scope of work and this contract.

⁴ Assumes RCRA Permit is not extinguished and its requirements are not absorbed into RFCA.

<p><u>C. End State</u></p> <p>The Contractor shall develop and submit to RFFO a draft RI/FS and draft comprehensive risk assessment. The end state is defined in Clause C.1.2.</p>	<ul style="list-style-type: none">• The draft RI/FS will summarize the issue resolutions and accelerated actions and include the following:<ul style="list-style-type: none">• Compilation of Technical Memorandum focused on the resolution of specific issues.• Compilation of RFCA Closeout reports.• Draft Comprehensive risk assessment.• Contractor must transport and maintain CERCLA administrative record in accordance with 40 CFR 300-311.	<ul style="list-style-type: none">• CERCLA Administrative Record Repository• DOE shall provide comments on draft decision documents and regulatory reports within 20 business days of receipt.• DOE Shall use its best efforts to obtain regulatory concurrence of the Technical Memoranda and approval of subsequent RFCA modifications.
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF PAGE

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2. AMENDMENT/MODIFICATION NO. M057	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.007	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 1f)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904	
CODE		10B. DATED (SEE ITEM 13) February 1, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

✓	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Contract Clause I.75 - Changes -- Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

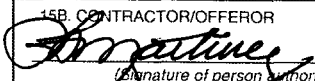
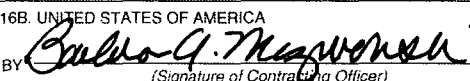
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and ³return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Modification to Section B.2 Target Cost and Target Fee for Equitable Adjustment for Disposition of Rocky Flats Plutonium Fluorides Residues and New PSAP Polygraph Requirement for Kaiser-Hill and Wackenhut.

2. See Page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/28/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12-17-01

This **Modification** makes the following revision to the Contract:

Equitable Adjustment for Disposition of Rocky Flats Plutonium Fluorides Residues, (REA No. 2000-1013), New PSAP Polygraph Requirements for Kaiser Hill KH PSAP (REA No. 2000-1007), New PSAP Polygraph Requirements for Wackenhut (REA No. 2000-1002).

1. Section B.2 Target cost and Target fee is changed to read as follows:

The Target Cost is:

Target Cost (excludes fee): **\$3,967,741,872**

Target Fee **\$ 340,271,210**

(This modification revises the Target Cost from \$3,965,629,867 to **\$3,967,741,872** an increase of \$2, 112,005 and Target Fee from 340,090,000 to **340,271,210** an increase of \$181,210). The Target Cost and Fee have been adjusted as follows:

	<u>Target Cost</u>	<u>Target Fee</u>
Fluorides	\$1,990,238	\$170,763
KHPSAP	85,575	7,342
WSI PSAP	<u>36,192</u>	<u>3,105</u>
Total	\$2,112,005	\$181,210

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's Request for Equitable Adjustment for "Disposition of Rocky Flats Fluorides Residues, New PSAP Polygraph Requirements for Kaiser-Hill, and New PSAP Polygraph Requirements for Wackenhut," Kaiser Hill Company, L.L.C. hereby releases the Government from any and all liability under this contract for further equitable adjustment for the Disposition of Rocky Flats Fluorides Residues, New PSAP Polygraph Requirements for Kaiser-Hill and New PSAP Polygraph Requirements for Wackenhut.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF PAGE 2		
2. AMENDMENT/MODIFICATION NO. M058		3. EFFECTIVE DATE SEE BLOCK 16		4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.008		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200				7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200				9A. AMENDMENT OF SOLICITATION NO.			
CODE				9B. DATED (SEE ITEM 11)			
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904			
				10B. DATED (SEE ITEM 13) February 1, 2000			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

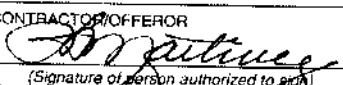

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Modification to Section C.3.1 to clarify language for requesting and responding to GFS/I requests.
- See Page 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/19/01	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12-7-01

This Modification makes the following revision to the Contract:

Section C.3 Government Furnished Services/Items Subparagraph 1 has been deleted and replaced with the following:

C.3.1 Within thirty (30) days after the effective date of the contract and within 21 days of the end of each calendar quarter, the Contractor will provide the Contracting Officer a request which details its projection of needed Government Furnished Services/Items, identified in column 3 of Exhibit A, for DOE consideration and response. Amendments to the projection, if any, will be provided to the Contracting Officer 45 days in advance of the need date. Each Contractor submittal (quarterly, or individual) shall be reviewed by DOE. Within 30 days after receipt, DOE shall notify the contractor in writing the GFS/I that it can or cannot provide and projected delivery dates. If DOE cannot provide the requested GFS/I that is within the ranges listed in Technical Exhibit A, then it shall be treated as a change in accordance with the clause entitled "Changes" in this contract.

Nothing in this modification, intentionally or otherwise changes the Target Cost, Target Fee or other terms of this contract.

END OF MODIFICATION

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 1
2. AMENDMENT/MODIFICATION NO. M061	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.011	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFPO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
CODE		10B. DATED (SEE ITEM 13) February 1, 2000		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

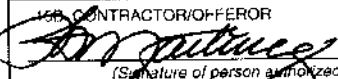

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) <input checked="" type="checkbox"/> Article B.3. Department of Energy Organization Act (PI.95-91)
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return ³ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- The purpose of this modification is to update Key Personnel List, Contracting Officer Representatives, Section B.5 and Section I Contract Clause I.23.
- See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/19/02	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3-16-02
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This Modification makes the following revisions to the Contract:

1. Section J, Attachment E Key Personnel is replaced in its entirety with the list included as Enclosure 1.
2. Section H, Special Contract Requirement II.2, Technical Direction, Paragraph (b) is hereby changed to add John Schneider as follows

John Schneider, Acting Assistant Manager, Projects serving as COR authority for Engineering Support, Facilities Closure, Waste Management, Nuclear Material Management and Project Systems.

3. Section B.5 Schedule Incentive paragraph (d) first sentence is changed to read as follows:

In no event shall the schedule incentive fee payable under subparagraphs (b) and (c) plus the incentive fee payable in accordance with Clause I.23 exceed 11.6074% of Target Cost.

4. Section I, Contract Clause #I.23 [FAR Reference 52.216-10, Incentive Fee (Mar 1997)], under the fourth column (Fill-In-Information), the third sentence shall be corrected to read:

"In no event shall total fee payable be greater than 11.6074 percent of Target Cost or less than 3.7850 percent of Target Cost".

Note: The changes to Sections B.5 and I.23 are intended to correct typos in Modifications M037 and M041, and to ensure consistency in the percentage figures used.

Nothing in this modification, intentionally or otherwise changes the target cost, target fee or other terms of this contract.

END OF MODIFICATION

SECTION J
ATTACHMENT E
KEY PERSONNEL

SECTION J

ATTACHMENT E

KEY PERSONNEL

December 26, 2001

KAISER-HILL COMPANY, L.L.C.

Name	Title
Parker, Alan M.	President and CEO
Tuor, Nancy R.	Chief Operating Officer
Trice, Kelly D.	Project Manager, B771 Project
Ferri, Mark S.	Project Manager, B776 Project
Spears, Mark S.	Project Manager, B371 Project
Ferri, Mark S.	Project Manager, B707 Project
Ferrera, Dennis, W.	Project Manager, Remediation, Industrial D&D & Site Services Project
Tuor, Nancy R.	Director, Strategic Planning and Integration
Brailsford, Marvin D.	Project Manager, Materials Stewardship Project
Martinez, Leonard A.	Director of Administration and Chief Financial Officer
Scott, Gregory K.	General Counsel
Powers, Kenneth P.	Director, Safety, Engineering, & Quality Programs

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF PAGE 1

2. AMENDMENT/MODIFICATION NO. M063	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.013	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RI/O Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34 00R101904	
		10B. DATED (SEE ITEM 13) February 1, 2000	
CODE		FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


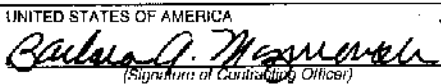
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) <input checked="" type="checkbox"/> Article B.3. Department of Energy Organization Act (PL95-91)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to update DOE Order and Directives.
2. See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	
15B. CONTRACT OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/17/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4-23-02

This Modification makes the following revisions to the Contract:

1. Section J, Attachment B: Laws, Regulations, and DOE Directives Applicable to RFETS is deleted in its entirety and replaced with the attachment B in Enclosure 1. Enclosure 1 reflects the following additions and deletions. Where a particular Directive is deleted, all numbered changes to that Directive are also considered deleted, unless specified otherwise.

Applicable Laws, Regulations (List A) and Directives (List B) Added to the Contract	Directives Deleted from the contract (List B)
10 CFR 830	DOE O 5480.21
DOE CN 471.3	DOE O 5480.22
	DOE O 5480.23
	DOE N 440.1
	DOE O 1300.2A
	DOE O 1500.3
	DOE O 5639.8A
	DOE O 5670.1A

2. Section C Statement of Work Technical Exhibit A, III. Waste Management, has been changed as follows
 - a. Paragraph C. Low Level Mixed Waste (less than 10 nanocuries per gram), Requirements Column is deleted and replaced with the following:

"Disposal site waste acceptance criteria and applicable DOE Orders in Section J, Attachment B. All applicable DOT requirements for shipment of radioactive and hazardous waste must be met".
 - b. Paragraph D. Low Level Mixed Waste (greater than 10 nanocuries per gram), Requirements Column is deleted and replaced with the following:

"Disposal site waste acceptance criteria and applicable DOE Orders listed in Section J, Attachment B. All applicable DOT requirements for shipment of radioactive and hazardous waste must be met".
 - c. Paragraph G. Waste Minimization, Requirements column, Third Bullet is deleted.

3. Section C Statement of Work, Technical Exhibit A, V Infrastructure and General Site Operations, has been changed as follows:

- a. Paragraph C, Safeguards & Security, Requirements Column fourth bullet is deleted and replaced with the following:

"Materials Control And Accountability, DOE Order 474 Series".

- b. Paragraph C, Safeguards & Security, Requirements Column fifth bullet is deleted and replaced with the following:

"Information Security, DOE Order 471 Series".

- c. Paragraph J, Health Effects, Requirements Column is deleted and replaced with the following:

"Health effects shall be maintained in accordance with Public Law 102-484, 10 CFR 850, and will last until the program and documents are turned over to DOE at the end of this contract".

- d. Paragraph N, Nuclear Safety, Requirements Column is deleted and replaced with the following:

"DOE Order 420.1, 425.1 and 10 CFR 830 Subpart B - Safety Basis Requirement specify the requirements for nuclear safety".

4. Section E. Technical Exhibit, Government Quality Assurance/Surveillance Plan, Safeguard and security Program Standard reference to 5639.8A is deleted.
5. Section E, Technical Exhibit, Government Quality Assurance/Surveillance Plan, Nuclear Safety Standard is deleted and replaced with the following:

"All requirements of DOE Orders 420.1, 425.1 and 10 CFR 830 Subpart B - Safety Basis Requirement are satisfactorily met".

Nothing in this modification, intentionally or otherwise changes the target cost, target fee or other terms of this contract.

END OF MODIFICATION

SECTION I

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

The DOE Directives and Laws found in the following listings are the "List of Applicable Laws and Regulations," "List of Applicable Directives" and "Lists A and B" as those terms are used in paragraph (b) of Clause I.115, LAWS, REGULATIONS, AND DOE DIRECTIVES. Exemptions, waivers and variances that exist in contract DE-AC34-95RF00825 will carry forward to this contract. List A is not necessarily an all-inclusive list. The Contractor should follow the established exemption process to obtain relief from requirements of these directives and regulations where applicable.

Section C refers to Statements of Commitment which details a tailored and focused application of Directives for a closure project. The Field Office will enable this tailoring through a "best efforts" approach.

It is anticipated that during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when special nuclear materials (SNM) are removed from the site, the conditions for applicability of those DOE Directives addressing safeguard and security of such material may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing, explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contractor may, at its own risk and assumption of all responsibility, cease to fulfill the requirements of such DOE Directives once written notification has been delivered to the Contracting Officer. The Contracting Officer may determine that the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g., SNM is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again.

Sections or paragraphs of DOE Directives which are not applicable to RFETS (e.g., DOE C 460.2 Section 2 relative to shipping information on SNF and HLW) are self deleting.

LIST A: Applicable Laws and Regulations

10 CFR 835	RADIOLOGICAL PROTECTION
10 CFR 830	NUCLEAR SAFETY MANAGEMENT
10 CFR 850	BERYLLIUM

LIST B. Applicable DOE Directives

DOE C 140.1-1A	DEPARTMENT OF ENERGY INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	01-26-99
DOE N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS	07-14-99
DOE C 151.1	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM Change 2	09-25-95 08-21-96
DOE C 200.1	INFORMATION MANAGEMENT PROGRAM	09-30-96
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL	03-15-97
DOE C 205.1	UNCLASSIFIED CYBER SECURITY PROGRAM	07-26-99
DOE C 205.2	FOREIGN NATIONAL ACCESS TO DEPARTMENT OF ENERGY	

	CYBER SYSTEMS	11/01/99
DOE N205.3	PASSWORD PROTECTION, INCORPORATION AND USE	11/23/99
DOE C 210.1	PERFORMANCE INDICATORS AND ANALYSIS OF OPERATIONS INFORMATION	09-27-95
DOE C 224.1	CONTRACTOR PERFORMANCE-BASED BUSINESS MANAGEMENT PROCESS	12-08-97
DOE C 225.1A	ACCIDENT INVESTIGATIONS	11-26-97
DOE M 231.1-1	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL CHANGE 001	09-30-95 11-07-96
DOE C 232.1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE M 232.1-1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE C 241.1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	08-17-98
DOE C 311.1A	EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM	12-30-96
DOE C 350.1	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS, Change 1	09-30-96 05-08-98
CN 350.5	USE OF FACILITY CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON D.C. AREA	04/15/99
DOE C 413.1	MANAGEMENT CONTROL PROGRAM	12-06-95
DOE C 414.1A	QUALITY ASSURANCE	9-29-99
DOE C 420.1	FACILITY SAFETY	10-13-95
DOE C 425.1A	STARTUP AND RESTART OF NUCLEAR FACILITIES	12-28-98
DOE C 430.1A	LIFE CYCLE ASSET MANAGEMENT	10-14-98
DOE C 435.1	RADIOACTIVE WASTE MANAGEMENT	07-09-99
DOE C of O 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES	03-27-98
DOE C 442.1	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	02-01-99
C 452.4-1	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS MANUAL	07/01/99
DOE C 460.1A	PACKAGING AND TRANSPORTATION SAFETY	10-02-96
DOE C 460.2	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT	09-27-95

	CHANGE 1	10-26-95
DOE C 470.1	CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS	09-28-95
DOE C 470.2	SAFEGUARDS AND SECURITY INDEPENDENT OVERSIGHT PROGRAM	12-23-98
DOE C 471.1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION	09-25-95
DOE C 471.2A	INFORMATION SECURITY PROGRAM	03-27-97
DOE C 471.2-1B	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL	01-06-99
DOE C 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL	08-03-99
DOE CN 471.3	REPORTING INCIDENTS OF SECURITY CONCERN	04-13-01
DOE C 472.1B	PERSONNEL SECURITY ACTIVITIES	03-24-97
DOE C 473.1	CARRYING SEMIAUTOMATIC PISTOLS WITH A ROUND IN THE CHAMBER	10/28/99
DOE M 473.2-1	FIREARMS QUALIFICATION COURSES MANUAL CHANGE 001	07-08-97 08-21-97
DOE C 474.1	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	08-11-99
DOE C 474.1-1	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	08-11-99
DOE C 474.1-2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION CHANGE 002	02-10-98 11-16-98
DOE C 475.1-1	IDENTIFYING CLASSIFIED INFORMATION [Includes only Attachment 2, the CRD document within Manual 475.1-1, along with the Definitions in Attachment 1 and the "Index-CRD".]	05-08-98
DOE C 551.1A	FOREIGN TRAVEL	8-25-00
N/A	ACCOUNTING HANDBOOK (This document issued 10/17/95 by letter, E.E. Smedley to distribution)	Undated
DOE O 1270.2B	SAFEGUARDS AGREEMENT WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY	06-23-92
DOE O 1300.3	POLICY ON THE PROTECTION OF HUMAN SUBJECTS	08-23-90
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS	11-12-92
DOE O 2030.4B	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL	05-18-92

DOE O 2300.1B	AUDIT RESOLUTION AND FOLLOWUP	06-08-92
DOE O 2320.1C	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	05-18-92
DOE O 2321.1B	AUDITING OF PROGRAMS AND OPERATIONS	05-14-92
DOE O 4330.4B	MAINTENANCE MANAGEMENT PROGRAM	02-10-94
DOE O 5400.5	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT CHANGE 002 [Excluding Paragraph 1a(3)(a) of Chapter II]	02-08-90 01-07-93
DOE O 5480.19	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES CHANGE 001	07-09-90 05-18-92
DOE O 5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES	11-15-94
DOE O 5530.1A	ACCIDENT RESPONSE GROUP	09-20-91
DOE O 5530.2	NUCLEAR EMERGENCY SEARCH TEAM	09-20-91
DOE O 5530.3	RADIOLOGICAL ASSISTANCE PROGRAM CHANGE 001	01-14-92 04-10-92
DOE O 5530.4	AERIAL MEASURING SYSTEM	09-20-91
DOE O 5530.5	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER CHANGE 001	07-10-92 12-02-92
DOE O 5610.2	CONTROL OF WEAPON DATA CHANGE 001	08-01-80 09-02-86
DOE O 5610.12	PACKAGING AND OFFSITE TRANSPORTATION OF NUCLEAR COMPONENTS, AND SPECIAL ASSEMBLIES ASSOCIATED WITH THE NUCLEAR EXPLOSIVES AND WEAPON SAFETY PROGRAM	07-26-94
DOE O 5610.14	TRANSPORTATION SAFEGUARDS SYSTEM PROGRAM OPERATIONS	05-12-93
DOE O 5632.1C	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	07-15-94
DOE M 5632.1C-1	MANUAL FOR PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS CHANGE 001 (Excluding Chapter III, paragraphs 1, 2, and 4 - 9; and Excluding Chapter XI)	07-15-94 04-10-96
DOE O 5632.7A	PROTECTIVE FORCE PROGRAM CHANGE 001	04-13-94 02-13-95
DOE O 5660.1B	MANAGEMENT OF NUCLEAR MATERIALS	05-26-94
DOE O 5670.3	COUNTERINTELLIGENCE PROGRAM	09-04-92

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M064	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF-01904.014	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485		
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		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1, 2000		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.



<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Contract Clause I.75 Changes -- Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- Modification to Section B.2 Target Cost and Target Fee for Equitable Adjustment for PuSPS Inner Can Cap Filter, Safeguards and Security Budget & Reporting Code, and Defense Nuclear Facility Safety Board Recommendations 2000-2.
- See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/17/02
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4-23-02

This Modification makes the following revision to the Contract:

Equitable Adjustment for PuSPS Inner Can Cap Filter, (REA No. 2000-1021), Safeguards and Security Budget & Reporting Code (REA No. 2001-1026), Defense Nuclear Facility Safety Board Recommendation 2000-2 (REA No. 2000-1028).

1. Section B.2 Target cost and Target fee is changed to read as follows:

The Target Cost is:

Target Cost (excludes fee): \$3,968,057,508

Target Fee \$ 340,298,292

(This modification revises the Target Cost from \$3,967,741,872 to \$3,968,057,508 an increase of \$315,636 and Target Fee from 340,271,210 to 340,298,292 an increase of \$27,082). The Target Cost and Fee have been adjusted as follows:

REA	Target Cost	Target Fee
PuSPS Inner Can Cap Filter	\$143,283	\$12,294
Safeguards & Security B&R Code	\$93,404	\$8,014
DNFSB Recommendation 2000-2	\$78,949	\$6,774
Total	\$315,636	\$27,082

2. Changes for incorporation into Part I - The schedule, Section C, Statement of Work, Technical Exhibits:

- a. Technical Exhibit A, paragraph V. Infrastructure and General Site Operations, item., Nuclear Safety, Requirement(s) column is modified to add the following:

"DNFSB Recommendation 2000-2, Commitments 3, 4, and 5."

- b. Technical Exhibit A, paragraph VIII. Closure Project Funding, the first sentence is modified to read as follows:

"The Contractor shall plan to execute this Statement of Work assuming a minimum annual combined funding of \$657 Million from the Closure Account (EW05) and FS40, received no later than October 1, of each year, for the term of the contract."

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's Request for Equitable Adjustment for "PuSPS Inner Can Cap Filter, Safeguards and Security Budget & Reporting Code, and Defense Nuclear Facility Safety Board Recommendation 2000-2 (Commitment Nos. 3,4 and 5)", Kaiser Hill Company, L.L.C. hereby releases the Government from any and all liability under this contract for further equitable adjustment for the PuSPS Inner Can Cap Filter, Safeguards and Security Budget & Reporting Code, and Defense Nuclear Facility Safety Board Recommendation 2000-2 (Commitment Nos. 3,4 and 5).

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M069	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.019	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RIFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1, 2000		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b))
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> Mutual Agreement of the Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Section C, Statement of Work Technical Exhibit A and clarify Modification number M067.

1. Modification Number M067 will not be used in this contract.
2. See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	15B. CONTRACTOR/OFFEROR <i>Gregg Crockett For LAM</i> (Signature of person authorized to sign)	15C. DATE SIGNED 18 Jun '02	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER	16B. UNITED STATES OF AMERICA <i>Barbara A. Mazurowski</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6-20-02
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This Modification makes the following revision to the Contract:

1. Section C Statement of Work Technical Exhibit A, Section V Infrastructure and General Site Operations, paragraph S, Records Management and Document Control; requirements column is hereby modified to delete the reference to the "Joint Records Management Strategy for Site Closure."
2. There will be no change to Target Cost, Target Fee, or Target Schedule as a result of this modification

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. TRACT ID CODE PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. M070	3. EFFECTIVE DATE June 17, 2002	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.020	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 10B. DATED (SEE ITEM 13) February 1, 2000	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ Is not, ☒ Is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Section J, Attachment E Key Personnel

1. See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA A. MAZUROWSKI MANAGER
15B. CONTRACTOR/OFFEROR <i>Charles A. Dan, Jr.</i> (Signature of person authorized to sign)	15C. DATE SIGNED 17 Jun '02
16B. UNITED STATES OF AMERICA BY <i>Barbara A. Mazurowski</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6-30-02

This Modification makes the following revision to the Contract:

1. Section J, Attachment E Key Personnel is replaced in its entirety with the list included as Enclosure 1.

End of Modification

SECTION J
ATTACHMENT E
KEY PERSONNEL

SECTION J

ATTACHMENT E

KEY PERSONNEL

April 3, 2002

KAISER-HILL COMPANY, L.L.C.

Name	Title
Parker, Alan M.	President and CEO
Tuor, Nancy R.	Chief Operating Officer
Trice, Kelly D.	Project Manager, B771 Project
Ferri, Mark S.	Project Manager, B776 Project
Trice, Kelly D.	Project Manager, B371 Project
Ferri, Mark S.	Project Manager, B707 Project
Ferrera, Dennis, W.	Project Manager, Remediation, Industrial D&D & Site Services Project
Tuor, Nancy R.	Director, Strategic Planning and Integration
Spears, Mark S.	Project Manager, Materials Stewardship Project
Martinez, Leonard A.	Director of Administration and Chief Financial Officer
Scott, Gregory K.	General Counsel
Powers, Kenneth P.	Director, Safety, Engineering, & Quality Programs

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M072	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.022	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFPO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority) <input checked="" type="checkbox"/> Article B.3. Department of Energy Organization Act (PL95-91)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

1. The purpose of this modification is to update Section J, Attachment B Laws, Regulations, and DOE Directives Applicable to RFETS.

2. See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EUGENE C. SCHMITT MANAGER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/10/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/15/02

This Modification makes the following revisions to the Contract:

1. Section J, Attachment B: Laws, Regulations, and DOE Directives Applicable to RFETS is deleted in its entirety and replaced with the attachment B in Enclosure 1. Enclosure 1 reflects the following additions and deletions. Where a particular Directive is deleted, all numbered changes to that Directive are also considered deleted, unless specified otherwise. In addition to the additions and deletions identified there have been several administrative changes made to the list.

Applicable Laws, Regulations (List A) and Directives (List B) Added to the Contract	Directives Deleted from the contract (List B)
DOE C 221.1	DOE M 232.1-1A Chpt. 9 Group 5
DOE C 221.2	DOE C 420.1
DOE M 231.1-1 Change 2	DOE C 425.1A
DOE C 420.1A	DOE C 470.2
DOE C 425.1B	DOE C 471.1
DOE C 443.1	DOE C 474.1
DOE C 461.1	DOE C 474.1-1
DOE C 470.2A	DOE O 1300.3
DOE C 471.1A	DOE O 2030.4B
DOE M 471.1-1 Change 1	DOE O 2320.1C
DOE C 471.2-1C	DOE O 2321.1B
DOE C 473.2	DOE O 5610.12
DOE C 473.2-2 Change 1	DOE O 5610.14
DOE CN 473.8	DOE O 5632.7A
DOE C 474.1A	
DOE M 474.1-1A	

2. Section C. Statement of work Technical Exhibit A. V. Infrastructure and General Site Operations Paragraph G. Audit Support Services Requirements Column is changed to read as follows:

"Audit Support Services shall be provided in accordance with DOE Order 221.2, Cooperation with the Office of Inspector General; and, Department of Energy, Office of General Counsel, Legal Services and Litigation Management Policies and Procedures".

3. Section E. Technical Exhibit, Government Quality Assurance/Surveillance Plan, SNM Shipments Standard third bullet the reference to 5610.12, 5610.14 is deleted and replaced with 461.1.

Any impacts associated with the incorporation of the Orders and Directives will be handled in accordance with the Changes clause and in a separate contract modifications.

END OF MODIFICATION

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

The DOE Directives and Laws found in the following listings are the "List of Applicable Laws and Regulations," "List of Applicable Directives" and "Lists A and B" as those terms are used in paragraph (b) of Clause I.115, LAWS, REGULATIONS, AND DOE DIRECTIVES. Exemptions, waivers and variances that exist in contract DE-AC34-95RF00825 will carry forward to this contract. List A is not necessarily an all-inclusive list. The Contractor should follow the established exemption process to obtain relief from requirements of these directives and regulations where applicable.

Section C refers to Statements of Commitment which details a tailored and focused application of Directives for a closure project. The Field Office will enable this tailoring through a "best efforts" approach.

It is anticipated that during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when special nuclear materials (SNM) are removed from the site, the conditions for applicability of those DOE Directives addressing safeguard and security of such material may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing, explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contractor may, at its own risk and assumption of all responsibility, cease to fulfill the requirements of such DOE Directives once written notification has been delivered to the Contracting Officer. The Contracting Officer may determine that the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g., SNM is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again.

Sections or paragraphs of DOE Directives which are not applicable to RFETS (e.g., DOE C 460.2 Section 2 relative to shipping information on SNF and HLW) are self deleting.

LIST A: Applicable Laws and Regulations

10 CFR 835	RADIOLOGICAL PROTECTION
10 CFR 830	NUCLEAR SAFETY MANAGEMENT
10 CFR 850	BERYLLIUM

LIST B. Applicable DOE Directives

DOE C 140.1-1A	DEPARTMENT OF ENERGY INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	01-26-99
DOE N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS	07-14-99
DOE C 151.1	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM Change 2	09-25-95 08-21-96
DOE C 200.1	INFORMATION MANAGEMENT PROGRAM	09-30-96
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL	03-15-97
DOE C 205.1	UNCLASSIFIED CYBER SECURITY PROGRAM	07-26-99
DOE C 205.2	FOREIGN NATIONAL ACCESS TO DEPARTMENT OF ENERGY CYBER SYSTEMS	11-01-99

DOE N 205.3	PASSWORD PROTECTION, INCORPORATION AND USE	11-23-99
DOE C 210.1	PERFORMANCE INDICATORS AND ANALYSIS OF OPERATIONS INFORMATION	09-27-95
DOE C 221.1	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL	03-22-01
DOE C 221.2	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	03-22-01
DOE C 224.1	CONTRACTOR PERFORMANCE-BASED BUSINESS MANAGEMENT PROCESS	12-08-97
DOE C 225.1A	ACCIDENT INVESTIGATIONS	11-26-97
DOE M 231.1-1	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL CHANGE 001 CHANGE 002	09-30-95 11-07-96 01-28-00
DOE C 232.1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	07-21-97
DOE M 232.1-1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION EXCLUDING CHAPTER 9 GROUP 5	07-21-97
DOE C 241.1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	08-17-98
DOE C 311.1A	EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM	12-30-96
DOE C 350.1	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS, Change 1	09-30-96 05-08-98
DOE CN 350.5	USE OF FACILITY CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON D.C. AREA	04-15-99
DOE C 413.1	MANAGEMENT CONTROL PROGRAM	12-06-95
DOE C 414.1A	QUALITY ASSURANCE	9-29-99
DOE C 420.1A	FACILITY SAFETY	5-20-02
DOE C 425.1B	STARTUP AND RESTART OF NUCLEAR FACILITIES	12-21-00
DOE C 430.1A	LIFE CYCLE ASSET MANAGEMENT	10-14-98
DOE C 435.1	RADIOACTIVE WASTE MANAGEMENT	07-09-99
DOE C 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES	03-27-98
DOE C 442.1	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	02-01-99
DOE C 443.1	PROTECTION OF HUMAN SUBJECTS	05-15-00

DOE C 452.4-1	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS MANUAL	07/01/99
DOE C 460.1A	PACKAGING AND TRANSPORTATION SAFETY	10-02-96
DOE C 460.2	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT CHANGE 1	09-27-95 10-26-95
DOE C 461.1	PACKAGING AND TRANSFER OR TRANSPORTATION OF MATERIALS OF NATIONAL SECURITY INTEREST	9-29-00
DOE C 470.1	CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS	09-28-95
DOE C 470.2A	SECURITY AND EMERGENCY MANAGEMENT INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM	03-01-00
DOE C 471.1A	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION	06-30-00
DOE M 471.1-1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL CHANGE 1	06-30-00 10-23-01
DOE C 471.2A	INFORMATION SECURITY PROGRAM	03-27-97
DOE C 471.2-1B	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL CHAPTER III PARAGRAPHS 1 AND 2, AND CHAPTER IV ONLY	01-06-99 04-17-00
DOE C 471.2-1C	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL	04-17-00
DOE C 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL	08-03-99
DOE CN 471.3	REPORTING INCIDENTS OF SECURITY CONCERN	04-13-01
DOE C 472.1B	PERSONNEL SECURITY ACTIVITIES	03-24-97
DOE C 473.1	CARRYING SEMIAUTOMATIC PISTOLS WITH A ROUND IN THE CHAMBER	10-28-99
DOE M 473.2-1	FIREARMS QUALIFICATION COURSES MANUAL CHANGE 001	07-08-97 08-21-97
DOE C 473.2	PROTECTIVE FORCE PROGRAM	06-30-00
DOE C 473.2-2	PROTECTIVE FORCE PROGRAM MANUAL CHANGE 1	06-30-00 12-20-01
DOE CN 473.8	SECURITY CONDITIONS	08-07-02
DOE C 474.1A	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	11-20-00
DOE C 474.1-1A	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	11-20-00

DOE C 474.1-2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION CHANGE 002	02-10-98 11-16-98
DOE C 475.1-1	IDENTIFYING CLASSIFIED INFORMATION [Includes only Attachment 2, the CRD document within Manual 475.1-1, along with the Definitions in Attachment 1 and the "Index-CRD".]	05-08-98
DOE C 551.1A	FOREIGN TRAVEL	8-25-00
N/A	ACCOUNTING HANDBOOK (This document issued 10/17/95 by letter, E.E. Smedley to distribution)	Undated
DOE O 1270.2B	SAFEGUARDS AGREEMENT WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY	06-23-92
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS	11-12-92
DOE O 2300.1B	AUDIT RESOLUTION AND FOLLOWUP	06-08-92
DOE O 4330.4B	MAINTENANCE MANAGEMENT PROGRAM	02-10-94
DOE O 5400.5	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT CHANGE 002 [Excluding Paragraph 1a(3)(a) of Chapter II]	02-08-90 01-07-93
DOE O 5480.19	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES CHANGE 001	07-09-90 05-18-92
DOE O 5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES	11-15-94
DOE O 5530.1A	ACCIDENT RESPONSE GROUP	09-20-91
DOE O 5530.2	NUCLEAR EMERGENCY SEARCH TEAM	09-20-91
DOE O 5530.3	RADIOLOGICAL ASSISTANCE PROGRAM CHANGE 001	01-14-92 04-10-92
DOE O 5530.4	AERIAL MEASURING SYSTEM	09-20-91
DOE O 5530.5	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER CHANGE 001	07-10-92 12-02-92
DOE O 5610.2	CONTROL OF WEAPON DATA CHANGE 001	08-01-80 09-02-86
DOE O 5632.1C	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	07-15-94
DOE M 5632.1C-1	MANUAL FOR PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS CHANGE 001	07-15-94 04-10-96

(Excluding Chapter III, paragraphs 1, 2, and 4 - 9; and Excluding Chapter XI)

DOE O 5660.1B	MANAGEMENT OF NUCLEAR MATERIALS	05-26-94
DOE O 5670.3	COUNTERINTELLIGENCE PROGRAM	09-04-92

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. M073	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 34-02RF01904.023	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy ROCKY FLATS FIELD OFFICE 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, L.L.C. 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904	
		10B. DATED (SEE ITEM 13) January 24, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF ✓ Contract Clause 1.75 Changes -- Cost Reimbursement (AUG 1987) - Alternate I (APR 1984)
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

- Modification to Section B.2 Target Cost and Target Fee for Equitable Adjustments for WIPP Waste Acceptance Criteria, Part II, and International Atomic Energy Agency (IAEA) safeguards measures for the Plutonium Stabilization and Packaging System (PuSPS).
- See Page 2 of 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BARBARA M. MAZUROWSKI MANAGER
15C. DATE SIGNED 7/22/02	15D. UNITED STATES OF AMERICA B. Barbara M. Mazurowski (Signature of Contracting Officer)
15E. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15F. DATE SIGNED 7-23-02

This Modification makes the following revisions to the Contract:

Equitable Adjustment for IAEA safeguards measures for the PuSPS (REA No. 2000-1011), and WIPP Waste Acceptance Criteria, Part II (REA No. 2000-1005). The IAEA safeguards measures were described and directed in correspondence from the RFFO Manager and the RFFO Contracting Officer to the Contractor (dated August 24, 2000 and January 22, 2001, respectively). The WIPP Waste Acceptance Criteria were directed by Contract Modifications M005 and M021.

1. Section B.2 Target Cost and Target Fee are changed to read as follows:

Target Cost (excludes Fee)	<u>\$3,973,273,309</u>
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Target Fee	<u>\$ 340,824,461</u>
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(This Modification revises the Target Cost from \$3,968,057,508 to \$3,973,273,309, an increase of \$5,215,801, and Target Fee from \$340,298,292 to \$340,824,461, an increase of \$526,169. These increases reflect the following adjustments:

REA	Target Cost	Target Fee
IAEA Safeguards Measures	\$ 48,148	\$ 4,131
WIPP Waste Acceptance Criteria, Part II	\$ 5,167,653	\$522,038
TOTAL	\$5,215,801	\$526,169

Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's Requests for Equitable Adjustment (REAs) for "International Atomic Energy Agency (REA No. 2000-1011)," and "WIPP Waste Acceptance Criteria Part II (REA No. 2000-1005)," Kaiser-Hill Company, L.L.C. hereby releases the Government from any and all liability under this contract for further equitable adjustment for the Contractor's Requests for Equitable Adjustment (REAs) for "International Atomic Energy Agency (REA No. 2000-1011)," and "WIPP Waste Acceptance Criteria Part II (REA No. 2000-1005)."

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M080	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-02RF01904.030	5. PROJECT NO. (if applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200	CODE	7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Tod W. Anderson (303) 966-4031		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>		
CODE		9B. DATED (SEE ITEM 11) <input type="checkbox"/>		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 <input checked="" type="checkbox"/>		
		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to make updates to Section B, Clause B.6, and Section H., Clause H.2 and make corrections to sections C, Technical Exhibit A, Section E., Clause E.6, and Section I, Clause I-23.

See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. Martinez Director of Administration and Chief Financial Officer	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eugene C. Schmitt Manager
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/27/02
15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15C. DATE SIGNED 12/8/02

This Modification makes the following revisions to the Contract:

1. Section B, Clause B.6 entitled "Fee Payment Schedule and Fee Payment Withholdings", Subparagraph (i) chart is changed to reflect the addition of the following penalty:

Title	Category	Date	Amount
B776 Gas Venting Incident	III	4/10/02	\$100,000.00

2. Contract Modification M063 was intended to delete and replace only the first bullet in each of Section C, Statement of Work, Technical Exhibit A, III Waste Management, Paragraphs C. Low Level Mixed Waste (Less than 10 nanocuries per gram) "Requirements" column and Section D. Low Level Mixed Waste (greater than 10 nanocuries per gram) "Requirements" column. Therefore the additions to these sections by Mod 14 remain in the contract.
3. Section E, Clause E.6 entitled "Technical Exhibits, Government Quality Assurance/Surveillance Plan" title line is corrected to add the section number to the title as follows:

E.6 TECHNICAL EXHIBIT
4. Section H, Clause H.2 entitled "Technical Direction" Paragraph (b) is modified to delete Hank Dalton.
5. Contract Modification M041 should not have deleted the last sentence from Section I, Clause I.23 entitled "Incentive Fee (MAR 1997)" Fill-in Information column. Therefore, the following sentence remains in the contract under Section I, Clause I.23 Fill in Information:

The provisions set forth above are depicted by the curve included in Section J, Attachment H.

6. Nothing in this modification intentionally or otherwise changes the target cost, target fee or other terms of this contract.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M087	3. EFFECTIVE DATE SEE BLOCK 16	4. REQUISITION/PURCHASE REQ. NO. 34-03RF01904.006	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFFO Contracts Management Division Attn: Charles A. Dan, Jr. (303)966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93 Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 10B. DATED (SEE ITEM 13) February 1, 2000	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.), SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

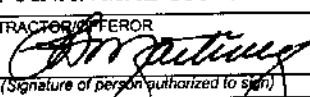

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Section J, Attachment E Key Personnel

1. See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ, DIRECTOR OF ADMINISTRATION & CHIEF FINANCIAL OFFICER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) EUGENE C. SCHMITT MANAGER	
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 2/25/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 2/12/03

This Modification makes the following revision to the Contract:

1. Section J, Attachment E Key Personnel is replaced in its entirety with the list included as Enclosure 1.

End of Modification

SECTION J

ATTACHMENT E

KEY PERSONNEL

SECTION J

ATTACHMENT E

KEY PERSONNEL
December 19, 2002

KAISER-HILL COMPANY, L.L.C.

Name	Title
Parker, Alan M.	President and CEO
Tuor, Nancy R.	Chief Operating Officer
Trice, Kelly D.	Project Manager, B771 Project
Ferri, Mark S.	Project Manager, B776 Project
Trice, Kelly D.	Project Manager, B371 Project
Ferri, Mark S.	Project Manager, B707 Project
Ferrera, Dennis, W.	Project Manager, Remediation, Industrial D&D & Site Services Project
Tuor, Nancy R.	Director, Strategic Planning and Integration
Spears, Mark S.	Project Manager, Materials Stewardship Project
Martinez, Leonard A.	Director of Administration and Chief Financial Officer
Lindsay, Dana C.	General Counsel
Lyle, Jerry L.	Director, Safety, Engineering, & Quality Programs

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M089	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-02RF01904.008	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1, 2000		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒ Contract Clause H.4, Authorization Agreement and mutual agreement of the parties.

D. OTHER (Specify type of modification and authority)



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add a listing of the current Authorization Agreements as well as update the Authorization Agreements and makes corrections to Section G. Paragraph 7 "Invoice/Payment Procedures" and Section C Technical Exhibit A. I. Special Nuclear Material Paragraphs A, B, and C.

See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. Martinez Director of Administration and Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eugene C. Schmitt Manager	
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 3/18/03	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/13/03

This Modification makes the following revision to the Contract:

1. Section J, Attachment G, Authorization Agreements, is updated to include Enclosure 1 as a list of current Authorization Agreements. In addition, the following three Authorization Agreements have been added to the contract

RFETS-004	Building 707/707A	Revision 3
RFETS-006	Building 559	Revision 2
RFETS-018	Building 460	Revision 0

2. Section G Paragraph 7 "Invoice/Payment Procedures" Subparagraph (b) shall be modified to read as follows:

(b) The Contractor may submit cost invoices no more frequently than every two weeks. Fee invoices will be submitted in accordance with Clause B.6.

3. Section C. Statement of Work Technical Exhibit A. I. Special Nuclear Material Paragraph A. Plutonium Requirements Column third bullet is changed to read as follows:

"DOE Orders 461.1 and 460.1A must be followed".

4. Section C. Statement of Work Technical Exhibit A. I Special Nuclear Material Paragraphs B Highly Enriched Uranium and C. Other Nuclear Materials Requirements Column second bullet is changed to read as follows:

"DOE Orders 461.1 and 460.1A must be followed".

End of Modification

SECTION J

ATTACHMENT G

AUTHORIZATION AGREEMENTS

Facility	AA Number	Current Revision	Approved
Master Activity	001	Canceled	Superseded 6/30/99
Building 440	002	Revision 3	7/23/01
Building 771	003	Canceled	Superseded 5/10/00
Building 707/707A	004	Revision 3	7/18/02
Building 371/374	005	Revision 1	3/13/00
Building 559	006	Revision 2	11/18/02
Building 664	007	Revision 1	3/13/00
Building 569	008	Revision 1	3/13/00
779 Complex	009	Canceled	1/13/00
Building 886	010	Canceled	10/07/02
Site SAR	011	Revision 1	3/13/00
Building 776/777	012	Revision 2	3/13/00
750/904 Pads	013	Revision 1	3/13/00
Building 991	014	Revision 2	3/13/00
Building 774	015	Canceled	Superseded 5/10/00
Building 906	016	Revision 0	8/24/00
Building 771/774	017	Revision 1	10/02/01
Building 460	018	Revision 0	7/16/02

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M091	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-02RF01904.010	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Rocky Flats Field Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>		
CODE		9B. DATED (SEE ITEM 11) <input type="checkbox"/>		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 <input checked="" type="checkbox"/>		
		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The house and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☒ Contract Clause I.23, "Incentive Fee".

D. OTHER (Specify type of modification and authority)
☐



E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Section B, Clause B.8 "Additional Item(s) Excluded From Actual Cost".

See page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) L. A. Martinez Director of Administration and Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Eugene C. Schmitt Manager
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/13/03
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/15/03

This Modification makes the following revision to the Contract:

1. Section B, Clause B.8, "Additional Item(s) Excluded From Actual Cost" is hereby deleted in its entirety and replaced with the following:

Subparagraph (e) Clause I.23, "Incentive Fee" identifies certain costs that will not be included in "total allowable cost" for the purposes of fee adjustment. As set forth in subparagraph (e)(5), all other allowable costs are included in "total allowable cost" for fee adjustment in accordance with subparagraph (e), unless otherwise specifically provided in this Contract. The following item(s) of cost are not to be included in "total allowable cost" for the purposes of fee adjustment under the clause "Incentive Fee":

- a. The cost of any lump-sum payment directed by the Contracting Officer in accordance with Clause H.9 "Responsibilities for Operation/Termination of Benefits systems."
- b. Increased disposal or transportation costs for waste disposal sites controlled by DOE (such as NTS and WIPP).
- c. All administrative and closeout costs incurred by Contractor as referenced in Clause F.3 of the Contract.
- d. Cost associated with specially-funded (e.g., EM-50 funded) technology deployment or implementation projects. Note: The exception applies only to the specially-funded portion of any such projects.
- e. Costs of Contractor support to DOE:
 1. From time to time, the Contracting Officer may request Contractor, and Contractor may agree, to perform certain services for DOE. Such services are generally those that are not required as closure-related under the contract (by way of example, activities such as B/060 upgrades, GSA vehicle maintenance, CDPHE water sampling support, sampling support to Xcel for an easement, etc.), and fall into the following categories.
 - (a) Cost of work performed to support DOE Requests for Contractor to perform work in support of activities for which DOE is responsible;
 - (b) Cost of work performed to support IWOs/MPOs accepted by Contractor, Work requests from other DOE Sites that are transmitted via DOE/RFFO through the Interoffice Work Order (IWO) or Memorandum Purchase Order (MPO) process.
 - (c) Cost of work performed under Clause I.75 "Changes" when the estimated cost of the work is less than \$100,000.

2. For each accepted request, the parties will agree on whether the services meet the criteria of this section, and are therefore included in this Clause B.8 and excluded from actual cost, or whether the services are properly the subject of a Request for Equitable Adjustment under the "Changes" Clause.
 3. The scope, estimated cost and funding of each service within (e) (1) above will be reflected in a Contract Modification to the Financial Plan.
2. Nothing in this modification intentionally or otherwise changes the Target Cost, Target Fee or other terms of this Contract.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. M100	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy (Rocky Flats Field Office) 10808 Hwy 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Kaiser-Hill Company, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904	
		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: ✓ Mutual Agreement of the Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

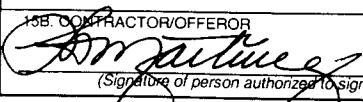
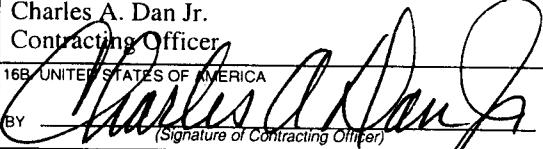
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate updates to:

Section C, Technical Exhibit C, "List of Rocky Flats Environmental Technology Site Compliance Orders, Agreements and Permits"; Section J, Attachment B, "Laws, Regulations, and DOE Directives"; Section J, Attachment C, "Small and Small Disadvantaged Business Subcontracting Plan"; and Section J, Attachment G; "Authorization Agreements".

See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. Martinez Director of Administration and Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles A. Dan Jr. Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/21/04
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/28/04

NSN 7540-01-152-8070
PREVIOUS EDITION
UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53243

This Modification makes the following revision to the Contract:

1. Section C, Statement of Work, Technical Exhibit C: "List of Rocky Flats Environmental Technology Site Compliance Orders, Agreements and Permits" is deleted and replaced with Enclosure 1.
2. Section J, Attachment B: "Laws, Regulations, and DOE Directives Applicable to RFETS" is deleted in its entirety and replaced with the attachment B in Enclosure 2. Enclosure 2 reflects the following additions and deletions. Where a particular Directive is deleted, all numbered changes to that Directive are also considered deleted, unless specified otherwise.

Applicable Laws, Regulations (List A) and Directives (List B) Added to the Contract	Directives Deleted from the contract (List B)
M 231.1-2	O 210.1
C 472.1C	O 224.1
C 473.1	O 232.1A
	M 232.1-1A
	O 311.1A
	O 472.1B
	N 473.1
	O 1270.2B
	O 5632.1C
	O 5632.1C-1

3. Section J Attachment C: "Small and Small Disadvantaged Business Subcontracting Plan" is deleted and replaced with Enclosure 3.
4. Section J Attachment G: "Authorization Agreements" is deleted and replaced with Enclosure 4.
5. Nothing in this modification intentionally or otherwise changes the Target Cost, Target Fee or other terms of this Contract.

End of Modification

Exhibit C**List of Rocky Flats Environmental Technology Site Compliance Orders, Agreements and Permits**

Parties	Statute	Type	Date Executed
DOE/Colorado	RFCA/CHWA/FFCA	Site Treatment Plan COOC	10/3/95
DOE-Kaiser-Hill/Colorado	RCRA/CHWA	Idle Equipment and Tanks COOC	8/21/97
DOE/Colorado	RCRA/CHWA	Mixed Residues COOC	10/27/99
DOE-Kaiser-Hill/Colorado	RCRA/CHWA	RCRA Permit	6/30/97
DOE/EPA/Colorado	RCRA/CHWA/CERCLA	RFCA	7/19/96
DOE-Kaiser-Hill-RFCSS/EPA	CWA	NPDES Permit	10/27/00
DOE-Kaiser-Hill/CDPHE	CAA	Title V Operating Permit	7/1/02

CAA	=	Clean Air Act
CERCLA	=	Comprehensive Environmental Response, Compensation, and Liability Act
CHWA	=	Colorado Hazardous Waste Act
COOC	=	Compliance Order on Consent
CWA	=	Clean Water Act
FFCA	=	Federal Facility Compliance Act
NPDES	=	National Pollution Discharge Elimination System
RCRA	=	Resource Conservation and Recovery Act
RFCA	=	Rocky Flats Cleanup Agreement

Ecological Permits

Parties	Statute	Type	Date Executed
Kaiser-Hill	ESA	Preble's Mouse Take Permit (trapping & monitoring)	3/25/02
Kaiser-Hill	MBTA	Special Purpose/Salvage Permit (collection of federally protected species)	1/1/02
Kaiser-Hill	MBTA	Depredation Nest Removal Permit	1/1/03
Kaiser-Hill	CDOW	Scientific Collection License: Aquatic	2/28/02
Kaiser-Hill	CDOW	Scientific Collection License: Herpetile	4/3/02

CDOW:	Colorado Division of Wildlife
ESA:	Endangered Species Act
MBTA:	Migratory Bird Treaty Act

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

The DOE Directives and Laws found in the following listings are the "List of Applicable Laws and Regulations," "List of Applicable Directives" and "Lists A and B" as those terms are used in paragraph (b) of Clause I.115, LAWS, REGULATIONS, AND DOE DIRECTIVES. Exemptions, waivers and variances that exist in contract DE-AC34-95RF00825 will carry forward to this contract. List A is not necessarily an all-inclusive list. The Contractor should follow the established exemption process to obtain relief from requirements of these directives and regulations where applicable.

Section C refers to Statements of Commitment which details a tailored and focused application of Directives for a closure project. The Field Office will enable this tailoring through a "best efforts" approach.

It is anticipated that during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when special nuclear materials (SNM) are removed from the site, the conditions for applicability of those DOE Directives addressing safeguard and security of such material may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing, explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contractor may, at its own risk and assumption of all responsibility, cease to fulfill the requirements of such DOE Directives once written notification has been delivered to the Contracting Officer. The Contracting Officer may determine that the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g., SNM is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again.

Sections or paragraphs of DOE Directives which are not applicable to RFETS (e.g., DOE C 460.2 Section 2 relative to shipping information on SNF and HLW) are self deleting.

LIST A: Applicable Laws and Regulations

10 CFR 835	RADIOLOGICAL PROTECTION
10 CFR 830	NUCLEAR SAFETY MANAGEMENT
10 CFR 850	BERYLLIUM

LIST B. Applicable DOE Directives

DOE C 140.1-1A	DEPARTMENT OF ENERGY INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	01-26-99
DOE N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS	07-14-99
DOE C 151.1	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM Change 2	09-25-95 08-21-96
DOE C 200.1	INFORMATION MANAGEMENT PROGRAM	09-30-96
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL	03-15-97
DOE C 205.1	UNCLASSIFIED CYBER SECURITY PROGRAM	07-26-99
DOE C 205.2	FOREIGN NATIONAL ACCESS TO DEPARTMENT OF ENERGY CYBER SYSTEMS	11-01-99

DOE N 205.3	PASSWORD PROTECTION, INCORPORATION AND USE	11-23-99
DOE C 221.1	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL	03-22-01
DOE C 221.2	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	03-22-01
DOE C 225.1A	ACCIDENT INVESTIGATIONS	11-26-97
DOE M 231.1-1	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL CHANGE 001 CHANGE 002	09-30-95 11-07-96 01-28-00
DOE M 231.1-2	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	08-19-03
DOE C 241.1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	08-17-98
DOE C 350.1	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS, Change 1	09-30-96 05-08-98
DOE CN 350.5	USE OF FACILITY CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON D.C. AREA	04-15-99
DOE C 413.1	MANAGEMENT CONTROL PROGRAM	12-06-95
DOE C 414.1A	QUALITY ASSURANCE	9-29-99
DOE C 420.1A	FACILITY SAFETY	5-20-02
DOE C 425.1B	STARTUP AND RESTART OF NUCLEAR FACILITIES	12-21-00
DOE C 430.1A	LIFE CYCLE ASSET MANAGEMENT	10-14-98
DOE C 435.1	RADIOACTIVE WASTE MANAGEMENT	07-09-99
DOE C 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES	03-27-98
DOE C 442.1	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	02-01-99
DOE C 443.1	PROTECTION OF HUMAN SUBJECTS	05-15-00
DOE C 452.4-1	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS MANUAL	07/01/99
DOE C 460.1A	PACKAGING AND TRANSPORTATION SAFETY	10-02-96
DOE C 460.2	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT CHANGE 1	09-27-95 10-26-95
DOE C 461.1	PACKAGING AND TRANSFER OR TRANSPORTATION OF MATERIALS OF NATIONAL SECURITY INTEREST	9-29-00

DOE C 470.1	CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS	09-28-95
DOE C 470.2A	SECURITY AND EMERGENCY MANAGEMENT INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM	03-01-00
DOE C 471.1A	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION	06-30-00
DOE M 471.1-1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL CHANGE 1	06-30-00 10-23-01
DOE C 471.2A	INFORMATION SECURITY PROGRAM	03-27-97
DOE C 471.2-1B	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL CHAPTER III PARAGRAPHS 1 AND 2, AND CHAPTER IV ONLY	01-06-99 04-17-00
DOE C 471.2-1C	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL	04-17-00
DOE C 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL	08-03-99
DOE CN 471.3	REPORTING INCIDENTS OF SECURITY CONCERN	04-13-01
DOE C 472.1C	PERSONNEL SECURITY ACTIVITIES	04-17-01
DOE C 473.1	PHYSICAL PROTECTION PROGRAM	12-23-02
DOE M 473.1-1	PHYSICAL PROTECTION PROGRAM MANUAL	12-23-02
DOE M 473.2-1	FIREARMS QUALIFICATION COURSES MANUAL CHANGE 001	07-08-97 08-21-97
DOE C 473.2	PROTECTIVE FORCE PROGRAM	06-30-00
DOE C 473.2-2	PROTECTIVE FORCE PROGRAM MANUAL CHANGE 1	06-30-00 12-20-01
DOE CN 473.8	SECURITY CONDITIONS	08-07-02
DOE C 474.1A	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	11-20-00
DOE C 474.1-1A	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	11-20-00
DOE C 474.1-2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION CHANGE 002	02-10-98 11-16-98
DOE C 475.1-1	IDENTIFYING CLASSIFIED INFORMATION [Includes only Attachment 2, the CRD document within Manual 475.1-1, along with the Definitions in Attachment 1 and the "Index-CRD".]	05-08-98
DOE C 551.1A N/A	FOREIGN TRAVEL ACCOUNTING HANDBOOK (This document issued 10/17/95 by letter, E.E. Smedley to distribution)	8-25-00 Undated

DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS	11-12-92
DOE O 2300.1B	AUDIT RESOLUTION AND FOLLOWUP	06-08-92
DOE O 4330.4B	MAINTENANCE MANAGEMENT PROGRAM	02-10-94
DOE O 5400.5	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT CHANGE 002 [Excluding Paragraph 1a(3)(a) of Chapter II]	02-08-90 01-07-93
DOE O 5480.19	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES CHANGE 001	07-09-90 05-18-92
DOE O 5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES	11-15-94
DOE O 5530.1A	ACCIDENT RESPONSE GROUP	09-20-91
DOE O 5530.2	NUCLEAR EMERGENCY SEARCH TEAM	09-20-91
DOE O 5530.3	RADIOLOGICAL ASSISTANCE PROGRAM CHANGE 001	01-14-92 04-10-92
DOE O 5530.4	AERIAL MEASURING SYSTEM	09-20-91
DOE O 5530.5	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER CHANGE 001	07-10-92 12-02-92
DOE O 5610.2	CONTROL OF WEAPON DATA CHANGE 001	08-01-80 09-02-86
DOE O 5660.1B	MANAGEMENT OF NUCLEAR MATERIALS	05-26-94
DOE O 5670.3	COUNTERINTELLIGENCE PROGRAM	09-04-92

Small and Small Disadvantaged Business Subcontracting Plan

for

Kaiser-Hill Company, L.L.C.

Rocky Flats Closure Contract No. DE-AC34-00RFO1904

Submitted to Department of Energy

ITEM/SERVICE: Rocky Flats Environmental Technology Site (RFETS) 2006 Closure Project

I. Introduction

In accordance with Federal Acquisition Regulation 52.219-9, titled Small and Small Disadvantaged Business Subcontracting Plan, Kaiser-Hill will implement a graded approach to procurement (i.e., the application of only the appropriate terms, conditions, and other requirements to a given acquisition) that maximizes competitive opportunities among small, small disadvantaged, woman-owned small, and HUBZone small business concerns while optimizing opportunities for success in performing the subcontracted work. Kaiser-Hill is committed to exceeding the goals set forth in this plan by implementing effective procurement planning that focuses on meeting project requirements.

A. Policy Statement

It is the policy of the United States Government and Kaiser-Hill Company, L.L.C. that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in the performance of government subcontracts awarded by Kaiser-Hill. It is Kaiser-Hill's intention to aggressively pursue, wherever possible, subcontracting opportunities with small business, small disadvantaged business and woman-owned small business concerns, and HUBZone small business in accordance with Public Law 99-661 and 100-180.

B. Definitions

1. Small Business (SB) concern means a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto, including affiliates that are independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under applicable size standards defined by the Small Business Administration (SBA) utilizing the North American Industrial Classification System (NAICS).
2. Small Disadvantaged Business (SDB) concern means a small business concern that:
 - a. Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or a publicly-owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals;
 - b. Has its management and daily business controlled by one or more such individuals; and
 - c. Has been certified by the Small Business Administration (SBA).
3. Woman-Owned Small Business (WOSB) concern means a small business that is at least 51 percent owned by a woman or women who control and operate the business. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management of the business.
4. Historically Underutilized Business Zone (HUBZone) Small Business means a small business that is in an area located within one or more qualified census tracts appearing on the HUBZone list of qualified concerns maintained by the SBA.
5. The term Subcontract is interchangeable with the term Purchase Order.
6. Kaiser-Hill, Prime Contractor, and Contractor have the same meaning.

II. Small Business Goals through Closure

A. Closure Contract No. DE-AC34-00RFO1904:

The closure contract subcontracting plan reflects Kaiser-Hill Company's management approach that focuses on the projects. The subcontracting strategy incorporates the organizational and functional project structure to support RFETS work. Kaiser-Hill Company's subcontractors shall be subject to individual and separate subcontracting plans as required by the subcontract terms and conditions.

Under the original plan, Kaiser-Hill's SB/SDB/WOSB goals were established on an annual basis. The fiscal year goals were based in the latest available procurement projections, advanced financial plan projections, and historical data. This plan establishes goals for performance of the contract through closure.

1. Closure Subcontract Goals - The project-focused goal percentages will be effective April 1, 2000, through completion.

	Small Business Goal Percentage
Small Business	32.0%
Small Disadvantaged Business	9.0%
Women Owned Small Business	3.8%
HUBZone Business	0.3%

2. Calculation Rules:

Socioeconomic goals have been developed by evaluating the total subcontract dollars anticipated for the completion of the closure contract. Each *major project* was identified and the work required to complete the *major project* closure was identified. The total effort was then separated into its *specific projects*. These *specific projects* were then organized to reflect the required time and resources required to achieve completion. All known subcontracting requirements were identified and estimates were developed for the resources required on each anticipated subcontract. A cost evaluation was developed for each of the specific project subcontracts. Each identified specific effort was evaluated to determine whether the task or any sub-task could be performed by a small business.

Kaiser-Hill's goals through closure shall be expressed in terms of a percentage based on the total planned subcontracting dollars for use with small business, small disadvantaged business, women-owned small business, and HUBZone small business concerns.

3. Using the above analysis, socioeconomic percentage goals were developed.
 - a. Dollars awarded to small business means all dollars Kaiser-Hill anticipates awarding to small business.
 - b. Dollars awarded to HUBZone small business means all dollars Kaiser-Hill anticipates awarding to HUBZone small business.
 - c. Dollars awarded to small disadvantaged business means all dollars Kaiser-Hill anticipates awarding to small disadvantaged business.

III. Objectives

The objectives of Kaiser-Hill's SB/SDB/WOSB subcontracting program are:

- A. To seek qualified, diverse SB/SDB/WOSB concerns and provide the entities an equitable opportunity to compete for subcontracts under this contract.
- B. To establish goals and objectives that encourage increased participation by SB/ SDB/WOSB concerns in the competitive process. Goals and objectives will be established prior to each fiscal year.
- C. To utilize, to the maximum extent practicable, SB/SDB/WOSB concerns.
- D. To focus on SB/SDB/WOSB subcontractor success by rewarding excellent performance with incentive fees and opportunities for further or increased participation.
- E. Organize and present periodic training seminars on how to qualify for an SB/SDB/WOSB subcontract.
- F. Implement a Business Opportunity System that uses the Internet to expand access by SB/SDB/WOSBs to the procurement process by using electronic bulletin boards, standardized documents such as representations and certifications, terms and conditions, and electronic source lists.

IV. Procedures

Kaiser-Hill will follow the procedures listed below to achieve the goals and objectives of this plan.

- A. Upon the completion of major team subcontractor transition to project-focused subcontracts, commit that the Small Business Liaison Officer will assume the responsibilities of managing Kaiser-Hill's SB/SDB/WOSB subcontracting program under this contract. The designated individual will:
 1. Report directly to the Director, Prime Contract and Subcontracts Management ;
 2. Interface with SBA to develop opportunities for SB/SDB/WOSB;
 3. Maintain liaison with the Government concerning SB/SDB/WOSBs;
 4. Search for SB/SDB/WOSB sources and maintain qualified SB/SDB/WOSB source lists for use by Kaiser-Hill in procurements, including those expected to exceed \$100,000. Kaiser-Hill may reserve purchases of \$100,000 or less exclusively for SBs and purchases of \$50,000 or less for SDBs and WOSBs where there is a reasonable expectation that bids, competitive as to price, quality, and delivery, will be obtained from two or more responsible firms of the appropriate type;
 5. Review and evaluate SB/SDB/WOSB subcontracting plans submitted to Kaiser-Hill in connection with supply and /or service awards of \$500,000 or greater (or \$1,000,000 or greater for construction) and ensure that such plans are similar to the subcontracting plan agreed to by Kaiser-Hill under this contract; and
 6. Submit and ensure subcontractors submit SF 294 and/or SF 295 in accordance with the instructions on the forms.
- B. Assure that SB/SDB/WOSB concerns are provided an opportunity to equitably compete for subcontracts, particularly by arranging solicitations to facilitate the participation of these business concerns in consideration of site priorities. Where Kaiser-Hill's lists of potential subcontractors are excessively long, reasonable efforts shall be made to give all such types of concerns an opportunity to compete over a period of time.

C. Maintain records showing (i) whether each prospective subcontractor is a SB/SDB/WOSB concern, (ii) procedures that have been adopted to comply with the requirements set forth in this Subcontracting Plan, and (iii) with respect to the award of any subcontract exceeding \$100,000, as follows:

1. Whether the subcontract award was to an SB/SDB/WOSB or large business;
2. Whether more than two SB/SDB/WOSB concerns were solicited;
3. The rationale for not soliciting SB/SDB/WOSB concerns if such firms were not solicited; and
4. The reasons for award to firms other than SB/SDB/WOSB concerns if such firms were solicited.

Note: The records maintained above will be in a form determined by Kaiser-Hill. Such reports will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this subcontracting plan will be kept available for review.

- D. Cooperate with the Contracting Officer and the SBA in any requested studies and surveys of Kaiser-Hill's subcontracting procedures and practices under this contract.
- E. Submit information with respect to subcontracting with SB/SDB/WOSBs as requested by the Contracting Officer.
- F. Maintain and use information from the SB/SDB/WOSB Kaiser-Hill Directory and from DOE sources, including the Pro-Net, to identify each category and type of subcontractor for new subcontracting opportunities.
- G. Receive all appropriate visiting SB/SDB/WOSBs who desire to explain the entity's capabilities, products, and services. Explain the routine of doing business with Kaiser-Hill.
- H. Consider categories of procurements for exclusive SB participation, provided that there are sufficient qualified firms to offer the needed product or service and to ensure reasonable prices, quality, and acceptable delivery.
- I. Consider subcontracts with firms certified with the SBA under the Section 8(a) program.
- J. Include the clause entitled, Utilization of Small, Small Disadvantaged and Woman-Owned Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. Require all subcontractors (except SB/SDB/WOSB concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) to adopt a plan similar to the plan required by the clause entitled Small Business and Small Disadvantaged Business Subcontracting Plan.
- K. Consider privatization initiatives that are set aside for SB/SDB/WOSB concerns.

V. Responsibilities

- A. Kaiser-Hill's technical groups shall cooperate with the Kaiser-Hill procurement department in considering SB/SDB/WOSBs equitably and fairly as sources of supply.
- B. Major purchases (in excess of \$100,000) shall be examined to determine the feasibility of breaking them down into smaller units so that SB/SDB/WOSBs may qualify as manufacturers and/or suppliers for such requirements.
- C. Kaiser-Hill shall, in accordance with Section VI of this document, establish realistic and attainable goals and measure progress toward reaching those goals.

VI. Reports

- A. Reports shall be submitted to the DOE as requested in writing, in the frequency required and in the format agreed upon. Special reports shall be kept to a minimum.
- B. Quarterly reports on SB/SDB/WOSB activities shall also be furnished to Kaiser-Hill's management staff.
- C. SBA reports will be provided semiannually.
- D. Exceptional performance by any Kaiser-Hill employee who advances the SB/SDB/WOSB program will be reported to Kaiser-Hill senior management and DOE. If weaknesses occur that interfere with the achievement of goals and objectives, the weakness shall be brought to the attention of Kaiser-Hill's management staff for appropriate remedial action.

VII. Goals

- A. Dollars awarded to SB means all dollars awarded to an SB subcontractor by Kaiser-Hill. Dollars awarded to HUBZone SBs means all dollars awarded by Kaiser-Hill. Dollars awarded to SDB means all dollars awarded to a SDB subcontractor by Kaiser-Hill.

1. Service Categories

SB/SDB/WOSB are offered opportunities to submit proposals related to, but not necessarily limited to the following:

- a. Architect-engineering services
- b. Professional and Technical Support Services
- c. Travel agency services
- d. Construction subcontracts in:
 - Mechanical
 - Electrical
 - Fencing
 - General construction
 - Testing and inspection
 - Painting
- e. Construction Management
- f. Decommissioning and Demolition
- g. Other specialty subcontracts
- h. Vending service
- i. Food service
- j. Computer equipment/software
- k. Commodities and Supplies

2. Method of Developing Goals

The method used by Kaiser-Hill to develop its SB/SDB/WOSB subcontracting goals was based on the factors stated in Section II above. These factors include:

- a. DOE-approved goals for past years
- b. Past projects
- c. Analysis of major (over \$100,000) procurement projections
- d. Established vendor database
- e. Survey of procurement managers
- f. Consideration of DOE Contracting Officer's recommendations
- g. Analysis of historical socioeconomic performance by Kaiser-Hill
- h. HUBZone data provided by the SBA

3. Outreach Program

Kaiser-Hill will actively participate in local and national organizations including but not limited to Minority Enterprises, Inc., local chambers of commerce, the Small and Disadvantaged Business Committee, and Economic and Empowerment Breakfasts.

Kaiser-Hill will actively seek new SB/SDB/WOSB sources by establishing a Small/Small Disadvantaged Business/Diversity Advocate program and by active participation in outreach activities and other related functions where participation is expected to expose new or additional qualified concerns to the opportunities at the RFETS.

Kaiser-Hill will continue its efforts to augment its source data of SB/SDB/WOSB concerns. To the extent practicable, Kaiser-Hill will use the following source data:

- a. Government agency information
- b. Small and small disadvantaged business trade information
- c. Small and small disadvantaged business directories, both regional and multi-regional
- d. Woman-owned business directories
- e. Kaiser-Hill internal source lists
- f. Existing Rocky Flats vendor information
- g. ProNet searches
- h. Data provided by the SBA regarding HUBZone areas and HUBZone subcontractors

4. Method of Identifying Potential Sources

Procurement personnel (and other site personnel as appropriate) will have access to computerized data files on potential SB/SDB/WOSB concerns that will be maintained by Kaiser-Hill.

- a. Section 8(a) Subcontractors: When authorized by DOE, Kaiser-Hill will subcontract directly with firms qualified under Section 8(a) of the Small Business Act. Kaiser-Hill will identify projects and procurements that appear appropriate for subcontracting to 8(a) firms.

Lower-tier subcontract awards to SB/SDB/WOSB concerns: Kaiser-Hill will encourage its large business subcontractors (whether or not their subcontracts require a subcontracting plan) to provide lower-tier subcontracting opportunities to SB/SDB/WOSB concerns. Kaiser-Hill will use the same data sources as described in Paragraph III of this plan to assist large business subcontractors in identifying business sources.

In addition, procurement personnel will be encouraged to attend procurement conferences, seminars, trade fairs and other related functions where participation is expected to expose new or additional qualified SB/SDB/WOSB concerns.

- b. Access to solicitation sets and data: To the extent practicable, Kaiser-Hill will ensure that SB/SDB/WOSB concerns have access to solicitations and are provided maximum opportunity to participate in Kaiser-Hill subcontracts.

Kaiser-Hill will actively solicit and counsel SB/SDB/WOSB concerns for the purpose of enhancing the potential for participation in the Kaiser-Hill subcontracting program. Kaiser-Hill will work toward the utilization of an Internet home page or electronic bid board for identifying procurement opportunities.

5. Indirect Cost

Kaiser-Hill does not include indirect and overhead costs in establishing goals for its Subcontracting Plan for any subcontract regardless of whether it is a large business, SB, SDB, or WOSB.

SECTION J

ATTACHMENT G

AUTHORIZATION AGREEMENTS

Facility	AA Number	Current Revision	Approved
Master Activity	001	Canceled	Superseded 6/30/99
Building 440	002	Canceled	Superseded 7/18/03
Building 771	003	Canceled	Superseded 5/10/00
Building 707/707A	004	Revision 3	7/18/02
Building 371/374	005	Revision 2	9/15/03
Building 559	006	Revision 2	11/18/02
Building 664	007	Canceled	Superseded 7/18/03
Building 569	008	Canceled	4/7/03
779 Complex	009	Canceled	1/13/00
Building 886	010	Canceled	10/07/02
Site SAR	011	Revision 1	3/13/00
Building 776/777	012	Canceled	8/11/03
750/904 Pads	013	Canceled	Superseded 7/18/03
Building 774	015	Canceled	Superseded 5/10/00
Building 906	016	Canceled	Superseded 7/18/03
Building 771/774	017	Revision 1	10/2/01
Building 460	018	Revision 0	7/26/02
Waste Management Facilities	019	Revision 0	5/28/03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M114	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Rocky Flats Project Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Kaiser-Hill Company, L.L.C. Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
CODE		10B. DATED (SEE ITEM 13) February 1, 2000		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of ☐ is extended, ☐ is not extended

☐ Offers
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

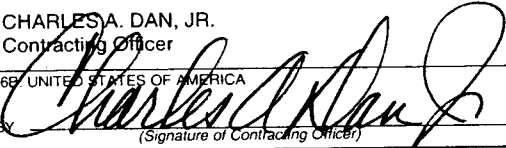
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. Clause I.75, FAR 52.243-2, Changes -- Cost Reimbursement (Aug 1987) -- Alternate I (Apr 1984)
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

1. The purpose of this unilateral Change Order is to incorporate revisions to the Nevada Test Site (NTS) Waste Acceptance Criteria (WAC). See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES A. DAN, JR. Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/23/2004

This Modification makes the following changes to the Contract:

1. Section C, Page 10, B. Low Level Waste, Requirement(s), is revised to require compliance with "Nevada Test Site (NTS) Waste Acceptance Criteria (WAC) Revision 5, dated October 2003."
2. If the above change causes an increase or decrease in the estimated cost or the time required for any part of the work under this Contract, the Contractor may submit a request for equitable adjustment in accordance with the Changes clause of this Contract.
3. All other terms and conditions of this Contract remain unchanged.

End of Modification

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M115	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Rocky Flats Project Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Kaiser-Hill Company, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
CODE		10B. DATED (SEE ITEM 13) February 1, 2000		
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☒

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐

D. OTHER (Specify type of modification and authority)

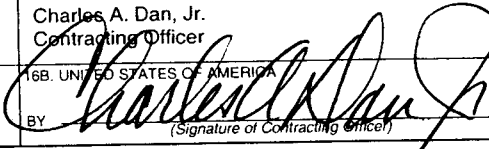
☐

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the list of Contracting Officer's Representatives set forth in Clause H.2, Technical Direction. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Charles A. Dan, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	3/23/2004

The purpose of this modification is to revise the list of U.S. Department of Energy (DOE) / Rocky Flats Project Office (RFPO) Contracting Officer's Representatives (COR's) set forth in Clause H.2, Technical Direction.

1. Clause H.2, Technical Direction, Subparagraph (b), delete the list of COR's & Areas of Responsibility (as previously revised) and substitute the following:

Ron Bostic, DOE/RFPO Project Management Division, serving as COR, authority for authorization bases (AB) activities and hazards analyses;

Lisa Bressler, DOE/RFPO Project Support Division, Freedom of Information Act (FOIA) Officer, authority for FOIA requests;

Elizabeth Jordan, DOE/RFPO Director of Project Support, serving as COR, authority for contracts, workforce transition, information resource management, human resources, planning/budgeting, financial services, financial analysis, financial operations, communications, facilities/building management, invoice reviews and acceptance/rejection, plus closure/transition issues related to any of these functional areas;

Joe Legare, DOE/RFPO Director of Project Management, serving as COR, authority for environmental restoration; environmental/ecological monitoring; infrastructure/stewardship, Rocky Flats Cleanup Agreement/regulatory compliance; waste management; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; performance assessment; quality assurance; and operations management, engineering support, and facilities closure, plus closure/transition issues related to any of these functional areas; and

Mell Roy, Chief Counsel, serving as COR, authority for litigation management activities, invoice reviews and approvals/disapprovals, and the administration of the DOE Office of General Counsel Legal Services and Litigation Management Policies and Procedures.

2. Nothing in this modification is intended to change the Target Cost, Target Fee, Target Schedule, or other terms and conditions of this Contract.

////LAST ITEM////

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF PAGE 4
2. AMENDMENT/MODIFICATION NO. M116	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Rocky Flats Project Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Kaiser-Hill Company, L.L.C. Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904		
		10B. DATED (SEE ITEM 13) February 1, 2000		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

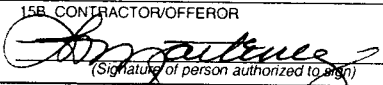
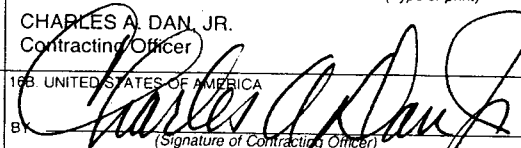
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties / Clause I.75, Changes – Cost Reimbursement (AUG 1987) – Alt. I (APR 1984)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to extend the range of incentive effectiveness.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. MARTINEZ Director of Administration and Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES A. DAN, JR. Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/24/04
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/24/04

1. Section B, Clause B.5 "Schedule Incentive," paragraph (d) is hereby modified to read:

(d) In no event shall the schedule incentive fee payable under subparagraphs (b) and (c) plus the incentive fee payable in accordance with Clause I.23 exceed 14.09417% of Target Cost. Any fee reduction for late schedule set forth in subparagraphs (b) and (c) shall be deducted from the incentive fee payable under Clause I.23. Nothing in this subparagraph shall limit the deduction from fee for Category 1, 2, or 3 events as set forth in Clause B.6 (3).

2. Part II-Contract Clauses, Section I., Clause I.23 entitled Incentive Fee (MAR1997), subparagraph (e) is hereby revised to read as follows:

"(e) Fee payable.

(1) Cost Incentive:

- a. The cost incentive fee payable under this contract shall be the target fee increased by the sum of the following:
 - (i) thirty (30) cents for every dollar that the total allowable cost is below Target Cost down to \$401,230,884 less than Target Cost; plus
 - (ii) twenty (20) cents for every dollar that the total allowable cost is below Target Cost less \$401,230,884, down to \$673,273,309 less than Target Cost; plus
 - (iii) twenty-five (25) cents for every dollar that the total allowable cost is below Target Cost less \$673,273,309, down to \$850,864,464 less than Target Cost.
- b. The fee payable under this contract shall be decreased by thirty (30) cents for every dollar that the total allowable cost exceeds Target Cost up to \$886,081,537 greater than Target Cost.
- c. In no event shall the cost incentive fee be greater than 14.09417 percent or less than 1.88761 percent of Target Cost. The Maximum Fee, including any fees earned under the Cost Incentive under this Clause I.23 *plus* the Schedule Incentive earned under Clause B.5, Schedule Incentive, shall not exceed 14.09417 percent of the Target Cost. (~~duplicates the language in B.5(d) above~~) 3/24/04 *amg*
- d. The provisions set forth above are depicted by the curve included in Section J, Attachment H."

LD
3/24/04

3. Clause B.8, Additional Item(s) Excluded from Actual Cost, is amended by adding the following as paragraphs f and g:

- f. Costs incurred for the following Requests for Equitable Adjustment (REAs), up to a cumulative total of \$40,000,000:

REA #	Description
2002-1040	Waste Isolation Pilot Plant (WIPP)/Waste Acceptance Criteria (WAC) – Part III
2004-1051	Waste Isolation Pilot Plant (WIPP)/Waste Acceptance Criteria (WAC) – Part IV
2000-1004	Special Nuclear Material (SNM) Removal Delays (Government-Furnished Services and Items)
2003-1045	National Emergency Part II
2003-1047	Waste Disposition (Government-Furnished Services and Items)
2003-1048	Remediation Waste Volumes
2001-1036	Plutonium Oxide Moisture Measurement
2002-1042	Size Reduction/Shipment of Items to Savannah River Site
2000-1018	Plutonium Separation and Packaging System (PuSPS) Outside Requirement (Savannah River Site)
2002-1038	Assignment and Qualification of Systems Engineers and DNFSB 2000-2 Phase 2 B371 Vital Safety Systems
2002-1041	Air Monitoring for Beryllium and Radionuclides During Building Demolition
2000-1027	Shipment of Waste to WIPP (Vent Filters)
2001-1030	Nevada Test Site WAC
2002-1043	Implementation of Contact Handled WAC

- g. The incurred costs, from February 1, 2000 through the date of Physical Completion, of Pension Contributions, Active Employee Health Care Benefits, and Retiree Health Benefits exceeding a combined total of \$246,777,000 as identified in Closure Project Baseline WBS Activities:

1JAG010030,31,32,33,34,35,36 (lines 101,102,106,107 and 117)

1JXXX1003 (lines 101,102,106 and 117)

1JAG010040,41

1JAD086502,03,04,05,06

1JXXX86506

4. Section J, Attachment H, Schedule and Cost Incentive Graphs: The Cost Incentive Graph is hereby replaced by the attached Cost Incentive Graph, Revision 1. The Schedule Incentive Graph remains unchanged.

Contractor's Statement of Release

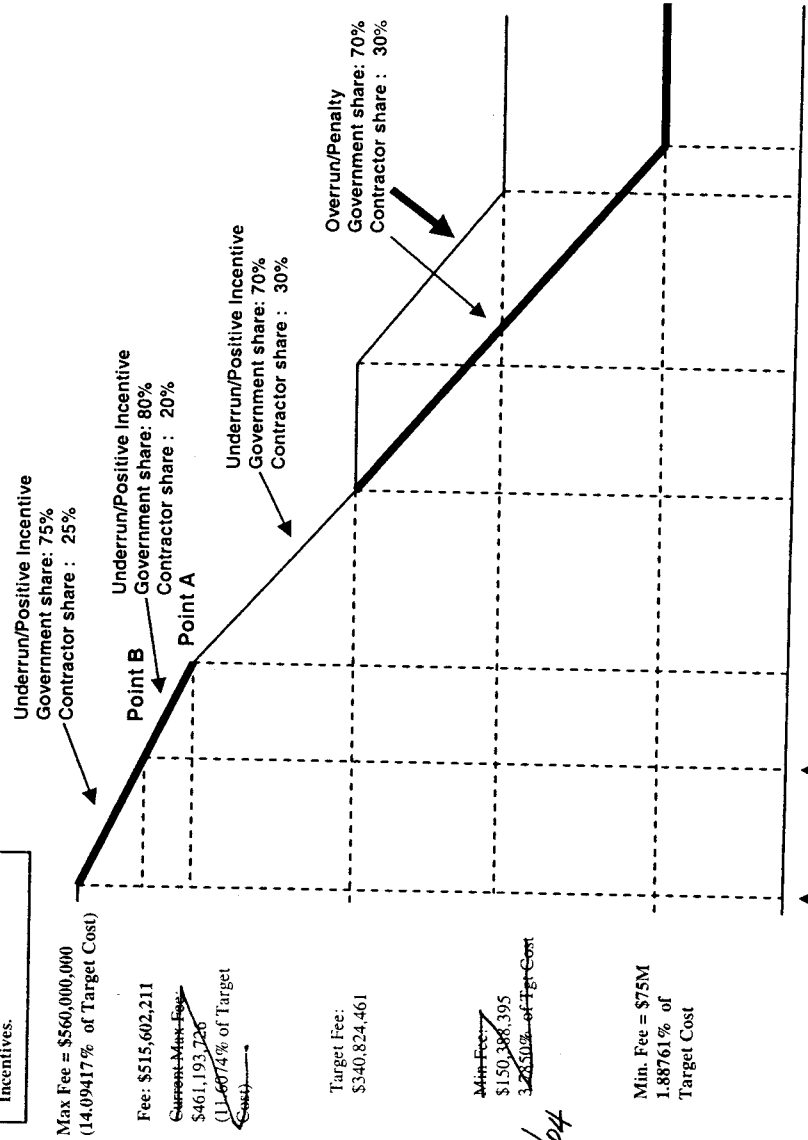
In consideration of the modification(s) agreed to herein, Kaiser-Hill Company, L.L.C. hereby releases the Government from any and all liability under this Contract for further equitable adjustment in Target Cost, Target Schedule or Target Fee associated with changes up to \$40,000,000 in cost associated with the REAs identified in Clause B.8 (f), above. In the event additional funding is not provided to cover the total \$40,000,000 by October 1, 2005, Kaiser-Hill Company, L.L.C. reserves its right to request an equitable adjustment in Target Cost, Target Schedule or Target Fee for any remaining unfunded costs.

End of Modification

Cost Incentive, Revision 1

Fee

Total Max Fee = \$560M
(14.09417% of Target Cost)
Cost + Schedule Incentives.
See Clause B.5 for Schedule Incentives.



Cost

\$3,122,408,845	\$3.3B	\$3,572,042,425	Target Cost	\$4,608,060,197	\$4,859,354,846
	Target Cost -	Target Cost -	+	\$200M	
	\$673,273,309	\$401,230,884			

Section J, Attachment H
Attachment I to Modification M116

CD 3/24/04
 Max Fee = \$560,000,000
 (14.09417% of Target Cost)
 Fee: \$515,602,211
 Current Max Fee: \$461,193,726
 (11.6074% of Target Cost)
 Target Fee: \$340,824,461
 Min Fee: \$150,388,395
 3.2850% of Target Cost

Min. Fee = \$75M
1.88761% of Target Cost

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. M121	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy (Rocky Flats Field Office) 10808 Hwy 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Kaiser-Hill Company, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO.	
CODE		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904	
		10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> Mutual Agreement of the Parties
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

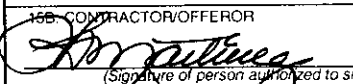
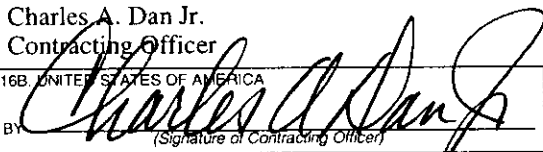
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

The purpose of this modification is to incorporate updates to:

Section J, Attachment B, "Laws, Regulations, and DOE Directives";
Section J, Attachment E, "Key Personnel"

See Page 2 of 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) L.A. Martinez Director of Administration and Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles A. Dan Jr. Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 5/28/04
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/3/04

This Modification makes the following revision to the Contract:

1. Section J, Attachment B: "Laws, Regulations, and DOE Directives Applicable to RFETS" is deleted in its entirety and replaced with the attachment B in Enclosure 1. Enclosure 1 reflects the following additions and deletions. Where a particular Directive is deleted, all numbered changes to that Directive are also considered deleted, unless specified otherwise.

Applicable Laws, Regulations (List A) and Directives (List B) Added to the Contract	Directives Deleted from the contract (List B)
CN 471.3 (04/09/03)	DOE CN 471.3 (04/13/01)
M 471.3-1 (04/09/03)	

2. Section J Attachment E: "Key Personnel" is replaced in its entirety with the list included as Enclosure 2.

End of Modification

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

SECTION J

ATTACHMENT B

LAWS, REGULATIONS, AND DOE DIRECTIVES APPLICABLE TO RFETS

The DOE Directives and Laws found in the following listings are the "List of Applicable Laws and Regulations," "List of Applicable Directives" and "Lists A and B" as those terms are used in paragraph (b) of Clause I.115, LAWS, REGULATIONS, AND DOE DIRECTIVES. Exemptions, waivers and variances that exist in contract DE-AC34-95RF00825 will carry forward to this contract. List A is not necessarily an all-inclusive list. The Contractor should follow the established exemption process to obtain relief from requirements of these directives and regulations where applicable.

Section C refers to Statements of Commitment which details a tailored and focused application of Directives for a closure project. The Field Office will enable this tailoring through a "best efforts" approach.

It is anticipated that during the performance of this contract, the conditions for applicability of certain DOE Directives may no longer exist. For example, when special nuclear materials (SNM) are removed from the site, the conditions for applicability of those DOE Directives addressing safeguard and security of such material may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing, explaining the reasons for its belief that the DOE Directives no longer apply to contract performance. The Contractor may, at its own risk and assumption of all responsibility, cease to fulfill the requirements of such DOE Directives once written notification has been delivered to the Contracting Officer. The Contracting Officer may determine that the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additionally, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise (e.g., SNM is discovered unexpectedly during demolition efforts), the DOE Directive will immediately become applicable once again.

Sections or paragraphs of DOE Directives which are not applicable to RFETS (e.g., DOE C 460.2 Section 2 relative to shipping information on SNF and HLW) are self deleting.

LIST A: Applicable Laws and Regulations

10 CFR 835	RADIOLOGICAL PROTECTION
10 CFR 830	NUCLEAR SAFETY MANAGEMENT
10 CFR 850	BERYLLIUM

LIST B. Applicable DOE Directives

DOE C 140.1-1A	DEPARTMENT OF ENERGY INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD	01-26-99
DOE N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS	07-14-99
DOE C 151.1	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM Change 2	09-25-95 08-21-96
DOE C 200.1	INFORMATION MANAGEMENT PROGRAM	09-30-96
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL	03-15-97
DOE C 205.1	UNCLASSIFIED CYBER SECURITY PROGRAM	07-26-99
DOE C 205.2	FOREIGN NATIONAL ACCESS TO DEPARTMENT OF ENERGY CYBER SYSTEMS	11-01-99

DOE N 205.3	PASSWORD PROTECTION, INCORPORATION AND USE	11-23-99
DOE C 221.1	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL	03-22-01
DOE C 221.2	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	03-22-01
DOE C 225.1A	ACCIDENT INVESTIGATIONS	11-26-97
DOE M 231.1-1	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL CHANGE 001 CHANGE 002	09-30-95 11-07-96 01-28-00
DOE M 231.1-2	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION	08-19-03
DOE C 241.1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	08-17-98
DOE C 350.1	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS, Change 1	09-30-96 05-08-98
DOE CN 350.5	USE OF FACILITY CONTRACTOR EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON D.C. AREA	04-15-99
DOE C 413.1	MANAGEMENT CONTROL PROGRAM	12-06-95
DOE C 414.1A	QUALITY ASSURANCE	9-29-99
DOE C 420.1A	FACILITY SAFETY	5-20-02
DOE C 425.1B	STARTUP AND RESTART OF NUCLEAR FACILITIES	12-21-00
DOE C 430.1A	LIFE CYCLE ASSET MANAGEMENT	10-14-98
DOE C 435.1	RADIOACTIVE WASTE MANAGEMENT	07-09-99
DOE C 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES	03-27-98
DOE C 442.1	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM	02-01-99
DOE C 443.1	PROTECTION OF HUMAN SUBJECTS	05-15-00
DOE C 452.4-1	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS MANUAL	07/01/99
DOE C 460.1A	PACKAGING AND TRANSPORTATION SAFETY	10-02-96
DOE C 460.2	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT CHANGE 1	09-27-95 10-26-95
DOE C 461.1	PACKAGING AND TRANSFER OR TRANSPORTATION OF MATERIALS OF NATIONAL SECURITY INTEREST	9-29-00

DOE C 470.1	CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS	09-28-95
DOE C470.2A	SECURITY AND EMERGENCY MANAGEMENT INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM	03-01-00
DOE C 471.1A	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION	06-30-00
DOE M 471.1-1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL CHANGE 1	06-30-00 10-23-01
DOE C 471.2A	INFORMATION SECURITY PROGRAM	03-27-97
DOE C 471.2-1B	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL CHAPTER III PARAGRAPHS 1 AND 2, AND CHAPTER IV ONLY	01-06-99 04-17-00
DOE C 471.2-1C	CLASSIFIED MATTER PROTECTION AND CONTROL MANUAL	04-17-00
DOE C 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL	08-03-99
DOE CN 471.3	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION	04-09-03
DOE M 471.3-1	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION MANUAL	04-09-03
DOE C 472.1C	PERSONNEL SECURITY ACTIVITIES	04-17-01
DOE C 473.1	PHYSICAL PROTECTION PROGRAM	12-23-02
DOE M 473.1-1	PHYSICAL PROTECTION PROGRAM MANUAL	12-23-02
DOE M 473.2-1	FIREARMS QUALIFICATION COURSES MANUAL CHANGE 001	07-08-97 08-21-97
DOE C 473.2	PROTECTIVE FORCE PROGRAM	06-30-00
DOE C 473.2-2	PROTECTIVE FORCE PROGRAM MANUAL CHANGE 1	06-30-00 12-20-01
DOE CN 473.8	SECURITY CONDITIONS	08-07-02
DOE C 474.1A	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	11-20-00
DOE C 474.1-1A	MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	11-20-00
DOE C 474.1-2	NUCLEAR MATERIALS MANAGEMENT AND SAFEGUARDS SYSTEM REPORTING AND DATA SUBMISSION CHANGE 002	02-10-98 11-16-98
DOE C 475.1-1	IDENTIFYING CLASSIFIED INFORMATION [Includes only Attachment 2, the CRD document within Manual 475.1-1, along with the Definitions in Attachment 1 and the "Index-CRD".]	05-08-98

DOE C 551.1A N/A	FOREIGN TRAVEL ACCOUNTING HANDBOOK (This document issued 10/17/95 by letter, E.E. Smedley to distribution)	8-25-00 Undated
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS	11-12-92
DOE O 2300.1B	AUDIT RESOLUTION AND FOLLOWUP	06-08-92
DOE O 4330.4B	MAINTENANCE MANAGEMENT PROGRAM	02-10-94
DOE O 5400.5	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT CHANGE 002 [Excluding Paragraph 1a(3)(a) of Chapter II]	02-08-90 01-07-93
DOE O 5480.19	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES CHANGE 001	07-09-90 05-18-92
DOE O 5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES	11-15-94
DOE O 5530.1A	ACCIDENT RESPONSE GROUP	09-20-91
DOE O 5530.2	NUCLEAR EMERGENCY SEARCH TEAM	09-20-91
DOE O 5530.3	RADIOLOGICAL ASSISTANCE PROGRAM CHANGE 001	01-14-92 04-10-92
DOE O 5530.4	AERIAL MEASURING SYSTEM	09-20-91
DOE O 5530.5	FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER CHANGE 001	07-10-92 12-02-92
DOE O 5610.2	CONTROL OF WEAPON DATA CHANGE 001	08-01-80 09-02-86
DOE O 5660.1B	MANAGEMENT OF NUCLEAR MATERIALS	05-26-94
DOE O 5670.3	COUNTERINTELLIGENCE PROGRAM	09-04-92

SECTION J

ATTACHMENT E

KEY PERSONNEL

SECTION J

ATTACHMENT E

KEY PERSONNEL

May 4, 2004

KAISER-HILL COMPANY, LLC

Name	Title
Tuor, Nancy R.	President and CEO
Spears, Mark S.	Chief Operating Officer
Dieter, Thomas J.	Project Manager, B771 Project
Pizzuto, Victor M.	Project Manager, B776 Project
Dieter, Thomas J.	Project Manager, B371 Project
Pizzuto, Victor M.	Project Manager, B707 Project
Ferrera, Dennis W.	Project Manager, Remediation, Industrial D&D & Site Services Project
Long, Jerry W.	Project Manager, Materials Stewardship Project
Martinez, Leonard A.	Director of Administration and Chief Financial Officer
Lindsay, Dana C.	General Counsel
Lyle, Jerry	Director, Safety, Engineering & Quality Programs

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M136	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-05RF01904.007	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Project Office 10808 Highway 93, Unit A Golden, CO 80403-8200		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFPO Contracts Management Division Attn: Charles A. Dan (303) 966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 10808 Highway 93, Unit B Golden, CO 80403-8200		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 10B. DATED (SEE ITEM 13) February 1, 2000	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

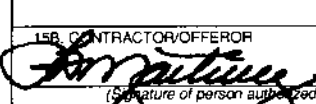
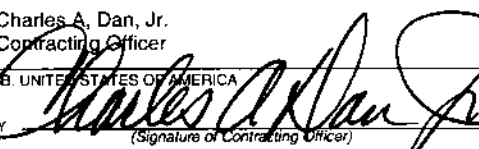
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clauses: B.6 Fee Payment Schedule & Fee Payment Withholdings, H.11 Key Personnel, and DEAR 970.3270(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to record three administrative changes - see attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 1/20/05		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles A. Dan, Jr. Contracting Officer  (Signature of Contracting Officer)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)		16C. DATE SIGNED 1/20/05	
--	--	-----------------------------	--	--	--	---	--	-----------------------------	--

1. Modify the table in Clause B.6, para (i), to include a recent fee reduction action (in red, below):

Title	Category	Date	Amount
Material Moves	III	06/03/00	\$100,000.00
Building 371 HVAC Operations	III	06/30/00	\$60,000.00
Work Control Related Events	III	11/01/00	\$250,000.00
B776 Gas Venting Incident	III	04/10/02	\$100,000.00
Electrical Events	III	07/19/04	\$100,000.00

2. Add the following as Clause I.119:

DEAR 970.5232-5, Liability with Respect to Cost Accounting Standards (DEC 2000)

3. Update Section J, Attachment E, Key Personnel

Name	Title
Tuor, Nancy R.	President and CEO
Spears, Mark S.	Chief Operating Officer
Dieter, Thomas J.	Project Manager, B771 Project
Del Vecchio, David C.	Project Manager, B776 Project
Dieter, Thomas J.	Project Manager, B371 Project
Del Vecchio, David C.	Project Manager, B707 Project
Ferrera, Dennis W.	Project Manager, Remediation, Industrial D&D & Site Services Project
Long, Jerry W.	Project Manager, Materials Stewardship Project
Martinez, Leonard A.	Director of Administration and Chief Financial Officer
Lindsay, Dana C.	General Counsel
Gilpin, Howard E.	Director, Safety, Engineering & Quality Programs

///LAST ITEM///

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. A145	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-05RF01904.016	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Project Office 12101 Airport Way, Unit A Broomfield, CO 80021-2583		7. ADMINISTERED BY (If other than Item 6) DOE/RFPO Contracts Management Division Attn: Charles A. Dan (303) 966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 12101 Airport Way, Unit B Broomfield, CO 80021-2583		9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	
CODE		9B. DATED (SEE ITEM 11) <input type="checkbox"/>	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 <input checked="" type="checkbox"/>	
		10B. DATED (SEE ITEM 13) February 1, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause I.62, Limitation of Funds

E. **IMPORTANT:** Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject mater where feasible.)

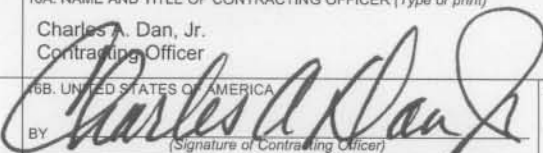
The purpose of this modification is to obligate EY06, EW10, EY40, and FS30 funding (see attached FINPLAN #15).

Funds Obligated to date: \$3,625,867,362.53

Funds Obligated by this Modification: 53,102,966.85

Funds Obligated since inception of Contract: \$3,678,970,329.38

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles A. Dan, Jr. Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/22/05

Procurement Request—Authorization

1. To Awarding Office DOE/RFPO/CPM/ CONTRACTS		TPA Code RU	3. PR Number DE-AC34-05RF01904.016			
		Neg. Code A014	4. Change/Correction to a PR in Process <input type="checkbox"/>			
2. From Initiating Office DOE, RFPO, PROJECT MANAGEMENT		5. If Item 4 is checked, Enter PR Correction Letter				
		6. <input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Assistance				
		7. Consistent with Principal Purpose of Program <input type="checkbox"/>				
8. Purpose of Acquisition (Check as many as apply) <input type="checkbox"/> Supplies <input type="checkbox"/> Research & Development <input type="checkbox"/> Construction <input type="checkbox"/> Advisory & Assistance Svcs <input type="checkbox"/> Architect/Engineer Services <input type="checkbox"/> Support Services <input checked="" type="checkbox"/> Other (Requires Description)		9. Description of Work/Purpose of Assistance Modification is required to obligate EY06, EW10, EY40, and FS30 funding (see attached FINPLAN #15). Has List of Sources Been Attached? <input type="checkbox"/>				
10. Name KAISER-HILL CO, LLC		11. Address				
10a. Division						
12. Product or Service Code for Acquisition Actions Only						
13. CFDA Number For Assistance Actions Only:		Proposed Instrument: 14. Cooperative Agreement <input type="checkbox"/> 15. Grant <input type="checkbox"/>				
16. OSTI Deliverable For All Actions		17. (Reserved)		18. Master BIN		
				19. Desired Award Date		
20. Unsolicited Proposal Number		21. Project Number				
22. Government Property F-Furnished, P-Purchased, B-Both, N-Not Involved						
FINANCIAL DATA						
23. Government Share		24. Awardee Share		25. Total		
FY FUNDS COMMITTED						
26. Approp.Symbol	27. B&R Number	28. Dollar Amt.	29. Allotment	30. Object Class	31. AFP	32. CFA
SEE ATTACHED		53,102,966.85				
33. From Continuation Sheet		34. Project Period from thru				
35. Total Funds This PR:		Are These Annual funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		36. For Assistance Actions Only: Budget Period from thru		
PROJECT MANAGER/INITIATOR						
37. Name Brent Johansen		38. Signature <i>Brent M Johansen</i>		39. Date 7/21/05	40. Office Code	
					41. FTS No. (303) 966-6522	
Total Obligated To Date \$ \$3,625,867,362.53		This Action \$ \$53,102,966.85		Cumulative Obligations \$ \$3,678,970,329.38		
CERTIFYING OFFICIAL (BUDGET OFFICE) I Hereby Certify that the funds cited against this PR are available.						
45. Name Brent Johansen		46. Signature <i>Brent M Johansen</i>		47. Date 7/21/05		
PR Rec'd Date		PR Entry Date		IPAR Rec'd Date		IPAR Entry Date
Processing Notes						

FY05 KH (RF01904) FINPLAN #15 (July 22, 2005)

B&R	ADS/TSK	Fund Type	Cost Center	Object Class	OBLIGATION CHANGE	PURPOSE OF CHANGE
EW1001206	ADSRF	TQ	T00N	254	50,000.00	Add funding to RFPO support tasks from K-H (includes accelerated backlog reduction of Privacy Act requests).
EY064513F	ADSRF	TP	0000	254	\$ 10,748,735.90	Distribute funding as made available in AFP#12.
EY064530G	ADSRF	TP	0000	254	\$ 9,748,581.25	Distribute funding as made available in AFP#12.
EY064530H	ADSRF	TP	0000	254	\$ 1,859,521.71	Distribute funding as made available in AFP#12.
EY064530J	ADSRF	TP	0000	254	\$ (14,987,667.39)	Re-distribute funding as made available in AFP#12.
EY064540A	ADSRF	TP	0000	254	\$ 8,250,706.84	Distribute funding as made available in AFP#12.
EY064540B	ADSRF	TP	0000	254	\$ (127,000.00)	Re-distribute funding as made available in AFP#12.
EY064540C	ADSRF	TP	0000	254	\$ (470,000.00)	Re-distribute funding as made available in AFP#12.
EY064540D	ADSRF	TP	0000	254	\$ 3,604,942.69	Distribute funding as made available in AFP#12.
EY064540K	ADSRF	TP	0000	254	\$ 15,459,155.00	Distribute funding as made available in AFP#12.
EY064541E	ADSRF	TP	0000	254	\$ 15,913,024.00	Distribute funding as made available in AFP#12.
FS3001000	ADSRF	TP	0000	254	\$ 2,457,719.46	Distribute funding as made available in AFP#12.
FS3002000	ADSRF	TP	0000	254	\$ 127,702.39	Distribute funding as made available in AFP#12.
FS3005000	ADSRF	TP	0000	254	\$ 200,000.00	Distribute funding as made available in AFP#12.
FS3006000	ADSRF	TP	0000	254	\$ 200,000.00	Distribute funding as made available in AFP#12.
EY4049120	ADSRF030201	TP	000N	254	\$ 67,545.00	Distribute funding as made available in AFP#12.
Subtotal					\$ 53,102,966.85	

B&R	Type of IWO/ MPO	Fund Type	OBLIGATION CHANGE	CHANGE
Subtotal			\$ -	
Total Finplan			\$ 53,102,966.85	

Burt M. Johnson

Funds Availability Certificate

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGE 2

2. AMENDMENT/MODIFICATION NO. M146	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-05RF01904.017	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Project Office 12101 Airport Way, Unit A Broomfield, CO 80021-2583		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFPO Contracts Management Division Attn: Charles A. Dan (303) 966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 12101 Airport Way, Unit B Broomfield, CO 80021-2583		9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	
CODE		9B. DATED (SEE ITEM 11) <input type="checkbox"/>	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 <input checked="" type="checkbox"/>	
		10B. DATED (SEE ITEM 13) February 1, 2000	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

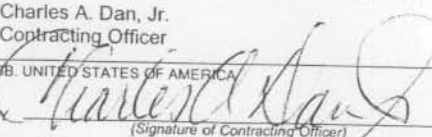
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to revise the list of Contracting Officer's Representatives set forth in Clause H.2, Technical Direction. See Page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles A. Dan, Jr. Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 5/17/05

The purpose of this modification is to revise the list of U.S. Department of Energy (DOE) / Rocky Flats Project Office (RFPO) Contracting Officer's Representative (COR's) set forth in Clause H.2, Technical Direction.

1. Clause H.2, Technical Direction, Subparagraph (b), delete the list of COR's & Areas of Responsibility (as previously revised) and substitute the following:

Frazer Lockhart, DOE/RFPO Manager, serving as COR, authority for all functional areas.

Richard Schassburger, DOE/RFPO Director of Project Support, serving as COR, authority for contracts, workforce transition, information resource management, human resources, planning/budgeting, financial services, financial analysis, financial operations communications, facilities/building management, invoice reviews and acceptance/rejection, plus closure/transition issues related to any of these functional areas.

John Rampe, DOE/RFPO Director of Project Management, serving as COR, authority for environmental restoration; environmental/ecological monitoring; infrastructure/stewardship; Rocky Flats Cleanup Agreement/regulatory compliance; waste management; emergency management; safeguards and security; architect/engineering and construction management; regulatory interface and commitment activities; operational baselines and planning; performance assessment; quality assurance; and operations management, engineering support, and facilities closure, plus closure/transition issues related to any of these functional areas.

Mell Roy, Chief Counsel, serving as COR, authority for litigation management activities, invoice reviews and approvals/disapprovals, and the administration of the DOE Office of General Counsel Legal Services and Litigation Management Policies and Procedures.

Lisa Bressler, DOE/RFPO Project Support Division, Freedom of Information Act (FOIA) Officer, authority for FOIA requests.

2. Nothing in this modification is intended to change the Target Cost, Target Fee, Target Schedule, or other terms and conditions of this Contract.

////LAST ITEM////

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF PAGE 2
2. AMENDMENT/MODIFICATION NO. M148	3. EFFECTIVE DATE See Block 16A	4. REQUISITION/PURCHASE REQ. NO. DE-AC34-05RF01904	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY U.S. Department of Energy Rocky Flats Project Office 12101 Airport Way, Unit A Broomfield, CO 80021-2583		7. ADMINISTERED BY (If other than Item 6) CODE DOE/RFPO Contracts Management Division Attn: Charles A. Dan (303) 966-8485	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) KAISER-HILL COMPANY, LLC Rocky Flats Environmental Technology Site 12101 Airport Way, Unit B Broomfield, CO 80021-2583		9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/>	
		9B. DATED (SEE ITEM 11) <input type="checkbox"/>	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC34-00RF01904 <input checked="" type="checkbox"/>	
CODE		10B. DATED (SEE ITEM 13) February 1, 2000	
FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The house and date specified for receipt of Offers ☐ is extended, ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.


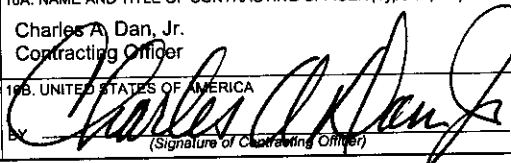
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc., SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43. 103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Contract Clause I.75, Changes -- Cost Reimbursement (AUG 1987) -- Alternate I
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate the equitable adjustment for National Emergency (REA #2001-1039). See page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Gregg A. Crockett Director of Admin. and CFO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles A. Dan, Jr. Contracting Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3 Oct '05
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/3/05